

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER ? UNDER DPAS (15 CFR 700)		RATING	PAGE OF 1 PAGES 94
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DAMT01-00-R-0036	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04 DEC 00	6. REQUISITION/PURCHASE
7. ISSUED BY PARC MTAQ- MILITARY TRAFFIC MANAGEMENT COMMAND 200 STOVALL ST - ROOM 12S67 ALEXANDRIA, VA 22332		CODE DAMT01	8. ADDRESS OFFER TO (If other than Item 7) SAME AS BLOCK 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, at the depository located in **Room 12S45** until **2:00PM** local time **12 JAN 2001**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all term conditions contained in this solicitation.

10. FOR INFORMATION ? CALL:	A. NAME CAROLYN CORRIA		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS corriac@mtmc.army.mil
	AREA CODE 703	NUMBER 428-2038 428-3303	EXT.			

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(✓)	SE	DESCRIPTION	PAGE(S)	(✓)	SE	DESCRIPTION	PA
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted in the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT ?		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
(See Section I, Clause No. 52.232-8)		%	%	%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of SOLICITATION for offerors and related numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM ?
<input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)				
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B Supplies or Services and Prices ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1.00	Years		

GTMO DEDICATED OCEAN SHIPPING SERVICES
 FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE,
 FL TO GUANTANAMO BAY, CUBA FOR A 1 YEAR FIRM PERIOD.
 SEE ATTACHMENT SECTION B SCHEDULE OF SUPPLIES AND
 RATES. Effective 01 February 2001 through 31 January 2002
 PURCHASE REQUEST NUMBER W81GYE0170-9002
 SHIP VIA Vessel, Ocean

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	MAX NET AMT GUARANTEED MIN AMOUNT UNIT PRICE	MAX AMOUNT
0002		1.00	Years		

GTMO DEDICATED OCEAN SHIPPING SERVICES
 FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE,
 FL TO GUANTANAMO BAY, CUBA FOR THE 1ST ONE YEAR OPTION
 PERIOD. SEE ATTACHMENT SECTION B SCHEDULE OF SUPPLIES
 AND RATES. Effective 01 February 2002 through 31 January 2003
 PURCHASE REQUEST NUMBER W81GYE0170-9002
 SHIP VIA Vessel, Ocean

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	MAX NET AMT GUARANTEED MIN AMOUNT UNIT PRICE	MAX AMOUNT
0003		1.00	Years		

GTMO DEDICATED OCEAN SHIPPING SERVICES
 FFP - TRANSPORTATION SERVICES FROM PORT OF JACKSONVILLE,
 FL TO GUANTANAMO BAY, CUBA FOR THE 2ND ONE YEAR OPTION
 PERIOD. SEE SECTION B, SCHEDULE OF RATES. Effective 01 February
 2003 through 31 January 2004
 PURCHASE REQUEST NUMBER W81GYE0170-9002
 SHIP VIA Vessel, Ocean

MAX
 NET AMT
 GUARANTEED
 MIN AMOUNT

Section B- Schedule Rates

1 YEAR FIRM PERIOD		DAMT01-00-R-0036				
Item No.	SUPPLIES / SERVICES	QTY	UNIT	Unit Price	Amount	
0001AA	Jacksonville, FL¹ NAVSTA Guantanamo Bay, Cuba – Per Round Trip Voyage, Port to Port Carriage of Cargo (FIO) Lump Sum Rate	26	Round Trip	\$	\$	
	Independent Liner Term Rates for CONUS					
0001AB	40' & Over Container, General Cargo	515	P/C	\$	\$	
0001AC	Under 40' Container, General Cargo	70	P/C	\$	\$	
0001AD	40' & Over Container, Refrigerated	41	P/C	\$	\$	
0001AE	Under 40' Tank Container	12	P/C	\$	\$	
0001AF	Vehicles	510	M/T	\$	\$	
0001AG	Breakbulk Cargo	255	M/T	\$	\$	
0001AH	Controlled Atmosphere	12	P/C	\$	\$	
	Linehaul Rates from Norfolk Port Area (Zone 1)² to CONUS Port					
0001AJ	40' & Over Dry Container, General Cargo	843	P/C	\$	\$	
0001AK	Under 40' Dry Container, General Cargo	90	P/C	\$	\$	
0001AL	40' & Over Container, Refrigerated	7	P/C	\$	\$	
0001AM	Vehicles	612	M/T	\$	\$	
	Linehaul Rates from Norfolk Port Area (Zone 2)³ to CONUS Port					
0001AN	40' & Over Dry Container, General Cargo	6	P/C	\$	\$	
0001AP	Under 40' Dry Container, General Cargo	2	P/C	\$	\$	
0001AQ	40' & Over Container, Refrigerated	4	P/C	\$	\$	
0001AR	Vehicles	60	M/T	\$	\$	
	Linehaul Rates from Carrier's Norfolk, VA Terminal to CONUS Port					
0001AS	40' & Over Dry Container, General Cargo	16	P/C	\$	\$	
0001AT	Under 40' Dry Container, General Cargo	2	P/C	\$	\$	
0001AU	Breakbulk Cargo	206	M/T	\$	\$	
0001AV	40' & Over Container, Refrigerated	4	P/C	\$	\$	
0001AW	Vehicles	92	M/T	\$	\$	
	Drayage Rates – Jacksonville, FL⁴					
0001AX	40' & Over Container, General Cargo	515	P/C	\$	\$	
0001AY	Under 40' Container, General Cargo	70	P/C	\$	\$	
0001AZ	40' & Over Container, Refrigerated	41	P/C	\$	\$	
0001BA	Under 40' Tank Container	12	P/C	\$	\$	
0001BB	Vehicles (Non-containerized)	510	M/T	\$	\$	
0001BC	Breakbulk Cargo (Non-containerized)	255	M/T	\$	\$	

¹Jacksonville shall include the incorporated city limits, plus a fifteen miles radius. NAS Jacksonville, DSO Jacksonville, and FISC Jacksonville are deemed to be in Jacksonville.

²This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

³This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg. ⁴Jacksonville shall include the incorporated city limits, plus a fifteen mile radius. NAS Jacksonville, DSO Jacksonville, and FISC Jacksonville are deemed to be in Jacksonville.

1 YEAR FIRM PERIOD		DAMT01-00-R-0036			
Item No.	SUPPLIES / SERVICES	QTY	UNIT	Unit Price	Amount
0001BD	Drayage Rates – Norfolk Port Area (Zone 1)⁵	843	P/C	\$	\$
0001BE	40' & Over Dry Container, General Cargo	90	P/C	\$	\$
0001BF	Under 40' Dry Container, General Cargo	7	P/C	\$	\$
0001BG	40' & Over Container, Refrigerated	612	M/T	\$	\$
0001BH	Vehicles				
0001BH	Drayage Rates – Norfolk Port Area (Zone 2)⁶	6	P/C	\$	\$
0001BJ	40' & Over Dry Container, General Cargo	2	P/C	\$	\$
0001BK	Under 40' Dry Container, General Cargo	4	P/C	\$	\$
0001BL	40' & Over Container, Refrigerated	60	M/T	\$	\$
0001BM	Vehicles				
	Independent Liner Term Rates for NAVSTA Guantanamo Bay, Cuba				
0001BM	40' & Over Container, General Cargo	628	P/C	\$	\$
0001BP	Under 40' Container, General Cargo	34	P/C	\$	\$
0001BQ	Vehicles	542	M/T	\$	\$
0001BR	Breakbulk Cargo	6592	M/T	\$	\$
0001BS	Drayage Rate – NAVSTA Guantanamo Bay, Cuba	628	P/C	\$	\$
0001BT	40' & Over Container, General Cargo	34	P/C	\$	\$
0001BU	Under 40' Container, General Cargo	542	M/T	\$	\$
0001BV	Vehicles	6592	M/T	\$	\$
0001BW	Breakbulk Cargo				
0001BW	Linehaul Rates from Ocoee, FL to CONUS Port	30	P/C	\$	\$
0001BX	40' & Over Container, General Cargo	2	P/C	\$	\$
0001BY	Under 40' Container, General Cargo	42	P/C	\$	\$
0001BZ	40' & Over Container, Refrigerated				
0001CA	Linehaul Rates from Valdosta, GA to CONUS Port	12	P/C	\$	\$
	40' & Over Container, General Cargo	12	P/C	\$	\$
	40' & Over Container, Refrigerated				

⁵ This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

⁶ This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg.

ANCILLARY SERVICES

1 YEAR FIRM PERIOD		DAMT01-00-R-0036	
Mileage Table			
0001CB Mileage 40ft and Over		0001CC Mileage Under 40ft	
LESS THAN 25 MILES \$		LESS THAN 25 MILES \$	
26 TO 35 MILES	\$5.95	26 TO 35 MILES	\$ 5.94
36 TO 45 MILES	\$4.81	36 TO 45 MILES	\$4.81
46 TO 55 MILES	\$4.48	46 TO 55 MILES	\$4.47
56 TO 75 MILES	\$3.87	56 TO 75 MILES	\$4.10
76 TO 125 MILES	\$3.33	76 TO 125 MILES	\$3.33
126 TO 175 MILES	\$2.69	126 TO 175 MILES	\$2.68
176 TO 200 MILES	\$2.03	176 TO 200 MILES	\$2.03
201 TO 250 MILES	\$1.85	201 TO 250 MILES	\$1.85
251 TO 300 MILES	\$1.73	251 TO 300 MILES	\$1.73
301 TO 350 MILES	\$1.59	301 TO 350 MILES	\$1.59
351 TO 400 MILES	\$1.50	351 TO 400 MILES	\$1.50
401 TO 450 MILES	\$1.49	401 TO 450 MILES	\$1.43
451 TO 500 MILES	\$1.43	451 TO 500 MILES	\$1.40
501 TO 600 MILES	\$1.40	501 TO 600 MILES	\$1.39
601 TO 750 MILES	\$1.39	601 TO 750 MILES	\$1.38
751 TO 900 MILES	\$1.38	751 TO 900 MILES	\$1.37
901 TO 1050 MILES	\$1.37	901 TO 1050 MILES	\$1.19
1051 TO 1200 MILES	\$1.35	1051 TO 1200 MILES	\$1.14
1201 TO 1350 MILES	\$1.34	1201 TO 1350 MILES	\$1.11
1351 TO 1500 MILES	\$1.27	1351 TO 1500 MILES	\$1.08
1501 TO 1750 MILES	\$1.16	1501 TO 1750 MILES	\$1.03
1751 TO 2000 MILES	\$1.04	1751 TO 2000 MILES	\$0.89
2001 TO 2250 MILES	\$1.00	2001 TO 2250 MILES	\$0.81
2251 TO 2500 MILES	\$0.98	2251 TO 2500 MILES	\$0.76
2501 TO 2750 MILES	\$0.94	2501 TO 2750 MILES	\$0.72
2751 TO 3000 MILES	\$0.82	2751 TO 3000 MILES	\$0.68
3001 TO 3250 MILES	\$0.77	3001 TO 3250 MILES	\$0.65
3251 TO 3500 MILES	\$0.71	3251 TO 3500 MILES	\$0.63
Rates by mileage table band category (computed by using the mileage calculated in the Household Movers Guide, 3 digit zip code) for linehaul/drayage between point and port locations. These rates are stated as a rate per one way miles by container size and are to be used in those instances where no specific port or point rate exists. Use of the mileage rates for any linehaul point not specially designated is conditioned on its application for no longer than 60 calendar days for drayage/linehaul to/from any location not specially identified in schedule B. However, should the requirement from the inland location continue beyond 60 calendar days, an ongoing rate shall be negotiated for such point and port location pursuant to the changes clause provided herein.			

0001CD	Stuffing Service	M/T	\$
0001CE	Stripping Service	M/T	\$
0001CF	Respot Service	Each	\$
0001CG	POV Processing Fee	Each	\$
0001CH	Government Furnished Equipment (GFE) returned from GTMO		
0001CJ	Container (any type/size)	Per Container	\$
0001CK	Chassis	Per Unit	\$
0001CL	Controlled Atmosphere Service Surcharge	Lump sum	\$
0001CM	Controlled Atmosphere 20FT Container	Lump sum	\$
0001CN	Controlled Atmosphere 40FT Container	Lump sum	\$

1ST ONE YEAR OPTION PERIOD		DAMT01-00-R-0036				
Item No.	SUPPLIES / SERVICES	QTY	UNIT	Unit Price	Amount	
0002AA	Jacksonville, FL¹ NAVSTA Guantanamo Bay, Cuba – Per Round Trip Voyage, Port to Port Carriage of Cargo (FIO) Lump Sum Rate	26	Round Trip	\$	\$	
	Independent Liner Term Rates for CONUS					
0002AB	40' & Over Container, General Cargo`	515	P/C	\$	\$	
0002AC	Under 40' Container, General Cargo	70	P/C	\$	\$	
0002AD	40' & Over Container, Refrigerated	41	P/C	\$	\$	
0002AE	Under 40' Tank Container	12	P/C	\$	\$	
0002AF	Vehicles	510	M/T	\$	\$	
0002AG	Breakbulk Cargo	255	M/T	\$	\$	
0002AH	Controlled Atmosphere	12	P/C	\$	\$	
	Linehaul Rates from Norfolk Port Area (Zone 1)² to CONUS Port					
0002AJ	40' & Over Dry Container, General Cargo	843	P/C	\$	\$	
0002AK	Under 40' Dry Container, General Cargo	90	P/C	\$	\$	
0002AL	40' & Over Container, Refrigerated	7	P/C	\$	\$	
0002AM	Vehicles	612	M/T	\$	\$	
	Linehaul Rates from Norfolk Port Area (Zone 2)³ to CONUS Port					
0002AN	40' & Over Dry Container, General Cargo	6	P/C	\$	\$	
0002AP	Under 40' Dry Container, General Cargo	2	P/C	\$	\$	
0002AQ	40' & Over Container, Refrigerated	4	P/C	\$	\$	
0002AR	Vehicles	60	M/T	\$	\$	
	Linehaul Rates from Carrier's Norfolk, VA Terminal to CONUS Port					
0002AS	40' & Over Dry Container, General Cargo	16	P/C	\$	\$	
0002AT	Under 40' Dry Container, General Cargo	2	P/C	\$	\$	
0002AU	Breakbulk Cargo	206	M/T	\$	\$	
0002AV	40' & Over Container, Refrigerated	4	P/C	\$	\$	
0002AW	Vehicles	92	M/T	\$	\$	
	Drayage Rates – Jacksonville, FL⁴					
0002AX	40' & Over Container, General Cargo	515	P/C	\$	\$	
0002AY	Under 40' Container, General Cargo	70	P/C	\$	\$	
0002AZ	40' & Over Container, Refrigerated	41	P/C	\$	\$	
0002BA	Under 40' Tank Container	12	P/C	\$	\$	
0002BB	Vehicles (Non-containerized)	510	M/T	\$	\$	
0002BC	Breakbulk Cargo (Non-containerized)	255	M/T	\$	\$	

¹Jacksonville shall include the incorporated city limits, plus a fifteen miles radius. NAS Jacksonville, DSO Jacksonville, and FISC Jacksonville are deemed to be in Jacksonville.

²This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

³This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg.

⁴Jacksonville shall include the incorporated city limits, plus a fifteen mile radius. NAS Jacksonville, DSO Jacksonville, and FISC Jacksonville are deemed to be in Jacksonville.

1ST ONE YEAR OPTION PERIOD		DAMT01-00-R-0036			
Item No.	SUPPLIES / SERVICES	QTY	UNIT	Unit Price	Amount
0002BD	Drayage Rates – Norfolk Port Area (Zone 1)⁵	843	P/C	\$	\$
0002BE	40' & Over Dry Container, General Cargo	90	P/C	\$	\$
0002BF	Under 40' Dry Container, General Cargo	7	P/C	\$	\$
0002BG	40' & Over Container, Refrigerated	612	P/C	\$	\$
	Vehicles		M/T	\$	\$
0002BH	Drayage Rates – Norfolk Port Area (Zone 2)⁶	6	P/C	\$	\$
0002BJ	40' & Over Dry Container, General Cargo	2	P/C	\$	\$
0002BK	Under 40' Dry Container, General Cargo	4	P/C	\$	\$
0002BL	40' & Over Container, Refrigerated	60	P/C	\$	\$
0002BM	Vehicles		M/T	\$	\$
	Independent Liner Term Rates for NAVSTA Guantanamo Bay, Cuba				
0002BM	40' & Over Container, General Cargo	628	P/C	\$	\$
0002BP	Under 40' Container, General Cargo	34	P/C	\$	\$
0002BQ	Vehicles	542	M/T	\$	\$
0002BR	Breakbulk Cargo	6592	M/T	\$	\$
0002BS	Drayage Rate – NAVSTA Guantanamo Bay, Cuba	628	P/C	\$	\$
0002BT	40' & Over Container, General Cargo	34	P/C	\$	\$
0002BU	Under 40' Container, General Cargo	542	M/T	\$	\$
0002BV	Vehicles	6592	M/T	\$	\$
	Breakbulk Cargo				
0002BW	Linehaul Rates from Ocoee, FL to CONUS Port	30	P/C	\$	\$
0002BX	40' & Over Container, General Cargo	2	P/C	\$	\$
0002BY	Under 40' Container, General Cargo	42	P/C	\$	\$
	40' & Over Container, Refrigerated				
0002BZ	Linehaul Rates from Valdosta, GA to CONUS Port	12	P/C	\$	\$
0002CA	40' & Over Container, General Cargo	12	P/C	\$	\$
	40' & Over Container, Refrigerated				

⁵ This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

⁶ This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg.

ANCILLARY SERVICES

1 ST ONE YEAR OPTION PERIOD		DAMT01-00-R-0036	
Mileage Table			
0002CB Mileage 40ft and Over		0002CC Mileage Under 40ft	
LESS THAN 25 MILES \$		LESS THAN 25 MILES \$	
26 TO 35 MILES	\$5.95	26 TO 35 MILES	\$ 5.94
36 TO 45 MILES	\$4.81	36 TO 45 MILES	\$4.81
46 TO 55 MILES	\$4.48	46 TO 55 MILES	\$4.47
56 TO 75 MILES	\$3.87	56 TO 75 MILES	\$4.10
76 TO 125 MILES	\$3.33	76 TO 125 MILES	\$3.33
126 TO 175 MILES	\$2.69	126 TO 175 MILES	\$2.68
176 TO 200 MILES	\$2.03	176 TO 200 MILES	\$2.03
201 TO 250 MILES	\$1.85	201 TO 250 MILES	\$1.85
251 TO 300 MILES	\$1.73	251 TO 300 MILES	\$1.73
301 TO 350 MILES	\$1.59	301 TO 350 MILES	\$1.59
351 TO 400 MILES	\$1.50	351 TO 400 MILES	\$1.50
401 TO 450 MILES	\$1.49	401 TO 450 MILES	\$1.43
451 TO 500 MILES	\$1.43	451 TO 500 MILES	\$1.40
501 TO 600 MILES	\$1.40	501 TO 600 MILES	\$1.39
601 TO 750 MILES	\$1.39	601 TO 750 MILES	\$1.38
751 TO 900 MILES	\$1.38	751 TO 900 MILES	\$1.37
901 TO 1050 MILES	\$1.37	901 TO 1050 MILES	\$1.19
1051 TO 1200 MILES	\$1.35	1051 TO 1200 MILES	\$1.14
1201 TO 1350 MILES	\$1.34	1201 TO 1350 MILES	\$1.11
1351 TO 1500 MILES	\$1.27	1351 TO 1500 MILES	\$1.08
1501 TO 1750 MILES	\$1.16	1501 TO 1750 MILES	\$1.03
1751 TO 2000 MILES	\$1.04	1751 TO 2000 MILES	\$0.89
2001 TO 2250 MILES	\$1.00	2001 TO 2250 MILES	\$0.81
2251 TO 2500 MILES	\$0.98	2251 TO 2500 MILES	\$0.76
2501 TO 2750 MILES	\$0.94	2501 TO 2750 MILES	\$0.72
2751 TO 3000 MILES	\$0.82	2751 TO 3000 MILES	\$0.68
3001 TO 3250 MILES	\$0.77	3001 TO 3250 MILES	\$0.65
3251 TO 3500 MILES	\$0.71	3251 TO 3500 MILES	\$0.63
Rates by mileage table band category (computed by using the mileage calculated in the Household Movers Guide, 3 digit zip code) for linehaul/drayage between point and port locations. These rates are stated as a rate per one way miles by container size and are to be used in those instances where no specific port or point rate exists. Use of the mileage rates for any linehaul point not specially designated is conditioned on its application for no longer than 60 calendar days for drayage/linehaul to/from any location not specially identified in schedule B. However, should the requirement from the inland location continue beyond 60 calendar days, an ongoing rate shall be negotiated for such point and port location pursuant to the changes clause provided herein.			

0002CD	Stuffing Service	M/T	\$
0002CE	Stripping Service	M/T	\$
0002CF	Respot Service	Each	\$
0002CG	POV Processing Fee	Each	\$
0002CH	Government Furnished Equipment (GFE) returned from GTMO		
0002CJ	Container (any type/size)	Per Container	\$
0002CK	Chassis	Per Unit	\$
0002CL	Controlled Atmosphere Service Surcharge	Lump sum	\$
0002CM	Controlled Atmosphere 20FT Container	Lump sum	\$
0002CN	Controlled Atmosphere 40FT Container	Lump sum	\$

2 ND ONE YEAR OPTION PERIOD		DAMT01-00-R-0036			
Item No.	SUPPLIES / SERVICES	QTY	UNIT	Unit Price	Amount
0003AA	Jacksonville, FL¹ NAVSTA Guantanamo Bay, Cuba – Per Round Trip Voyage, Port to Port Carriage of Cargo (FIO) Lump Sum Rate	26	Round Trip	\$	\$
	Independent Liner Term Rates for CONUS				
0003AB	40' & Over Container, General Cargo`	515	P/C	\$	\$
0003AC	Under 40' Container, General Cargo	70	P/C	\$	\$
0003AD	40' & Over Container, Refrigerated	41	P/C	\$	\$
0003AE	Under 40' Tank Container	12	P/C	\$	\$
0003AF	Vehicles	510	M/T	\$	\$
0003AG	Breakbulk Cargo	255	M/T	\$	\$
0003AH	Controlled Atmosphere	12	P/C	\$	\$
	Linehaul Rates from Norfolk Port Area (Zone 1)² to CONUS Port				
0003AJ	40' & Over Dry Container, General Cargo	843	P/C	\$	\$
0003AK	Under 40' Dry Container, General Cargo	90	P/C	\$	\$
0003AL	40' & Over Container, Refrigerated	7	P/C	\$	\$
0003AM	Vehicles	612	M/T	\$	\$
	Linehaul Rates from Norfolk Port Area (Zone 2)³ to CONUS Port				
0003AN	40' & Over Dry Container, General Cargo	6	P/C	\$	\$
0003AP	Under 40' Dry Container, General Cargo	2	P/C	\$	\$
0003AQ	40' & Over Container, Refrigerated	4	P/C	\$	\$
0003AR	Vehicles	60	M/T	\$	\$
	Linehaul Rates from Carrier's Norfolk, VA Terminal to CONUS Port				
0003AS	40' & Over Dry Container, General Cargo	16	P/C	\$	\$
0003AT	Under 40' Dry Container, General Cargo	2	P/C	\$	\$
0003AU	Breakbulk Cargo	206	M/T	\$	\$
0003AV	40' & Over Container, Refrigerated	4	P/C	\$	\$
0003AW	Vehicles	92	M/T	\$	\$
	Drayage Rates – Jacksonville, FL⁴				
0003AX	40' & Over Container, General Cargo	515	P/C	\$	\$
0003AY	Under 40' Container, General Cargo	70	P/C	\$	\$
0003AZ	40' & Over Container, Refrigerated	41	P/C	\$	\$
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0003BB	Vehicles (Non-containerized)	510	M/T	\$	\$
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2ND ONE YEAR OPTION PERIOD		DAMT01-00-R-0036			
Item No.	SUPPLIES / SERVICES	QTY	UNIT	Unit Price	Amount
	Drayage Rates – Norfolk Port Area (Zone 1)⁵				
0003BD	40' & Over Dry Container, General Cargo	843	P/C	\$	\$
0003BE	Under 40' Dry Container, General Cargo	90	P/C	\$	\$
0003BF	40' & Over Container, Refrigerated	7	P/C	\$	\$
0003BG	Vehicles	612	M/T	\$	\$
	Drayage Rates – Norfolk Port Area (Zone 2)⁶				
0003BH	40' & Over Dry Container, General Cargo	6	P/C	\$	\$
0003BJ	Under 40' Dry Container, General Cargo	2	P/C	\$	\$
0003BK	Under 40' Dry Container, General Cargo	2	P/C	\$	\$
0003BL	40' & Over Container, Refrigerated	4	P/C	\$	\$
0003BM	Vehicles	60	M/T	\$	\$
	Independent Liner Term Rates for NAVSTA Guantanamo Bay, Cuba				
0003BM	40' & Over Container, General Cargo	628	P/C	\$	\$
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0003BQ	Vehicles	542	M/T	\$	\$
0003BR	Breakbulk Cargo	6592	M/T	\$	\$
	Drayage Rate – NAVSTA Guantanamo Bay, Cuba				
0003BS	40' & Over Container, General Cargo	628	P/C	\$	\$
0003BT	Under 40' Container, General Cargo	34	P/C	\$	\$
0003BU	Vehicles	542	M/T	\$	\$
0003BV	Breakbulk Cargo	6592	M/T	\$	\$
	Linehaul Rates from Ocoee, FL to CONUS Port				
0003BW	40' & Over Container, General Cargo	30	P/C	\$	\$
0003BX	Under 40' Container, General Cargo	2	P/C	\$	\$
0003BY	40' & Over Container, Refrigerated	42	P/C	\$	\$
	Linehaul Rates from Valdosta, GA to CONUS Port				
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ANCILLARY SERVICES

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251 TO 300 MILES	\$1.73		251 TO 300 MILES	\$1.73
301 TO 350 MILES	\$1.59		301 TO 350 MILES	\$1.59
351 TO 400 MILES	\$1.50		351 TO 400 MILES	\$1.50
401 TO 450 MILES	\$1.49		401 TO 450 MILES	\$1.43
451 TO 500 MILES	\$1.43		451 TO 500 MILES	\$1.40
501 TO 600 MILES	\$1.40		501 TO 600 MILES	\$1.39
601 TO 750 MILES	\$1.39		601 TO 750 MILES	\$1.38
751 TO 900 MILES	\$1.38		751 TO 900 MILES	\$1.37
901 TO 1050 MILES	\$1.37		901 TO 1050 MILES	\$1.19
1051 TO 1200 MILES	\$1.35		1051 TO 1200 MILES	\$1.14
1201 TO 1350 MILES	\$1.34		1201 TO 1350 MILES	\$1.11
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1501 TO 1750 MILES	\$1.16		1501 TO 1750 MILES	\$1.03
1751 TO 2000 MILES	\$1.04		1751 TO 2000 MILES	\$0.89
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2251 TO 2500 MILES	\$0.98		2251 TO 2500 MILES	\$0.76
2501 TO 2750 MILES	\$0.94		2501 TO 2750 MILES	\$0.72
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0003CF	Respot Service	Each	\$
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0003CH	Government Furnished Equipment (GFE) returned from GTMO		
0003CJ	Container (any type/size)	Per Container	\$
0003CK	Chassis	Per Unit	\$
0003CL	Controlled Atmosphere Service Surcharge	Lump sum	\$
0003CM	Controlled Atmosphere 20FT Container	Lump sum	\$
0003CN	Controlled Atmosphere 40FT Container	Lump sum	\$

SECTION C Descriptions and Specifications

C-1 GENERAL

C-1.1 Transportation Services. The Contractor, a vessel operating ocean carrier, shall provide port to port and through intermodal container and breakbulk transportation of lawful cargo by U.S. Flag ships or tug/barge systems, between points in Section B and Naval Station (NAVSTA) Guantanamo Bay, Cuba. The Carrier shall maintain regularly scheduled self-sustaining liner term service for both containerized and breakbulk cargo on the route covered throughout the period of the contract. The Carrier shall exclusively carry Government cargo moving under this contract, unless otherwise directed by the COR, and shall accept any and all cargoes offered by the Government, with the exception of those limitations of the Carrier's obligations specified in Section H-3, up to the capacity of the vessel(s) offered for use under this contract and accepted by the Contracting Officer. The minimum space available to the Government, for each inbound and outbound sailing, shall be no less than 100 FEUs, of which 20 spaces must be capable of accepting 40' refrigerated containers. Each of the 40' spaces offered must be able to accommodate two, 20' containers or the vessel(s) must have additional space to accommodate the 20' container shortfall. The Carrier shall maintain a fixed day service with a vessel sailing from the last CONUS port every other Wednesday after 1800 hours local time with arrival at NAVSTA Guantanamo Bay, Cuba the following Tuesday no later than 1800 hours local time or an earlier fixed day of arrival offered by the contractor for the contract period and agreed upon by the Contracting Officer. The service to NAVSTA Guantanamo Bay, Cuba from CONUS every fourteen (14) days shall begin on the second Wednesday after the effective date of the contract commencement. The maximum southbound transit shall not exceed six calendar days from the last CONUS port of call. The transit of cargo originating from NAVSTA Guantanamo Bay, Cuba to CONUS locations specified in Section B must not exceed 11 days from the date of vessel departure from NAVSTA Guantanamo Bay, Cuba.

C-1.1.1. **Failure to Meet Frequency.** The Carrier's failure to meet the minimum acceptable frequency of sailing, fixed day schedule from CONUS to NAVSTA Guantanamo Bay, Cuba and/or the minimum acceptable southbound/northbound transit time as specified in this clause shall result in the assessment of liquidated damages as specified at clause F-3 and the default clause of this contract for termination for default.

C-1.1.2 **On-Site Office Space** - The contractor shall provide private, on-site office space for the Government's representative. This office space will include utilities, telephone and data usage. Telephone and related expenses are to be submitted as a reimbursable item by the carrier to the government in accordance with Section G-7.5 of the contract.

C-1.2 Regulatory Compliance. The Carrier agrees to comply with such regulations of the Federal Maritime Commission (FMC), and the Surface Transportation Board (STB), and/or other governmental agencies applicable to service(s) as set forth in this Contract. The Carrier shall file all rates and terms of this Contract with the FMC and the STB, and/or other governmental agencies having jurisdiction over the contractor for such services provided under this Contract as applicable.

C-1.3 Cargo. Types of cargo to be carried are military cargo, mail, and any other type of cargo shipped by the Department of Defense. The Carrier shall furnish all containers unless the Government elects to provide containers as Government Furnished Equipment (GFE). Cargo will move in both directions.

C-1.4 Carriage. All cargo shall be stowed so that it is protected from damage due to exposure to the elements. Consistent with vessel safety, when on deck stowage is necessary, containers with mail and personal property will, to the maximum extent possible, be loaded at the bottom tier. Mail shall not move in open top containers.

C-1.5 Load and Discharging. Except at NAVSTA Guantanamo, the cargo shall be loaded and discharged at a dock, wharf, place, or open roadstead designated by the Carrier. At NAVSTA Guantanamo the cargo shall be loaded and discharged with carrier provided equipment at Wharf Bravo, except when the COR designates Wharf Uniform as an alternate.

C-1.6 Description of NAVSTA GTMO. The reconstructed GTMO pier supports single and dual axles up to a maximum of 500 pounds per square foot load-bearing capacity. No crane, ramp, yard tractors, or any other equipment is available at NAVSTA GTMO for use by the Carrier.

C-1.7 Acceptance and Movement of Non-Government Cargo

C-1.7.1 As stated in C-1.1, the COR may approve and designate non-government cargo for carriage by the Contractor. All non-government cargo requiring transportation to and from GTMO or any immediate point by the Contractor shall be cleared and approved by the COR in accordance with administrative procedures established by the Military Traffic Management Command (MTMC), prior to booking with the Contractor. The Contractor may accept only non-government cargo that has been assigned the required clearance designation, and the contractor shall comply in all respects with administrative directions provided by the COR for non-government cargo movements. Non-government cargo shall be transported by the carrier pursuant to the Carrier's commercial contract terms and conditions which are, in no way, conditioned by this contract. The Government assumes no responsibility or liability for non-government cargo carried by the Contractor.

C-1.7.2 Cargo moving outside this contract, moving either northbound or southbound for any single sailing by the contractor which utilizes capacity within the Government's minimum capacity requirement of 100 FEUs for each inbound and outbound sailing as specified at Section C-1.1, shall reduce the Government's lump sum obligation stated at CLIN 0002 for the one year firm period and CLINS 0002 and 0003 if the first and second one year option periods are exercised. For example, any cargo carried outside this contract up to the 100 FEU Government minimum for each inbound and outbound sailing will be subject to reduction of the Government's lump sum obligation; cargo carried outside the contract over and above a total cargo lift, both Government and non-Government, of 100 FEUs for each inbound and outbound sailing, shall not be subject to reduction of the Government's lump sum obligation. The COR shall certify the appropriate offset as set forth below to the Government's cost for the movement of non-government cargo, who's definition for the purpose of this section is modified to include wheeled or tracked vehicles, shall equal the additional slot charge for displaced container(s). The following amounts shall be offset against the FIO lump sum Government obligation stated at CLINS 0002, 0002 and 0003.

40 ft and over container (any type):	\$2,000.00 per container
Under 40 ft container (any type):	\$1,300.00 per container
Vehicles and Breakbulk Cargo (exclusive of over-sized):	\$ 48.43 per M/TON

C-2 CONTAINER SERVICE

C-2.1 Basic Service. The Carrier's container service shall consist of furnishing a clean, empty, odor free container on a chassis to the Government at a specific point designated by the Government; moving the stuffed container between this point and the loading terminal; receiving and handling the stuffed container at the loading terminal; loading and transporting the container in the Carrier's vessel; discharging and handling the container at the receiving terminal, including obtaining Customs Clearance, and delivering the container to its inland destination. The Carrier shall make flatracks available under the same terms and conditions as the Carrier's container service.

C-2.2 Ancillary Services.

C-2.2.1 Stuffing Service. The Carrier's stuffing service shall consist of receiving less than container load (LCL) general cargo suitable for containerization at his terminal, and then consolidating, segregating, tallying and stuffing the cargo into containers and sealing the containers. The integrity of cargo units delivered to the Carrier for stuffing shall be maintained throughout the shipment, consistent with the stowage capability of the Carrier's containers. The Carrier shall not change the integrity of the cargo's configuration (break palletized loads) without prior approval of the ordering officer (OO). The Carrier shall stuff the containers following the principle of "first-in, last-out". The Carrier may, unless otherwise directed by the OO or restricted by applicable regulations, commingle Government cargo with commercial cargo. The Carrier shall not over-stuff a container nor stuff it in such a manner as to jeopardize the safety of the cargo.

C-2.2.2 Stripping Service. The Carrier's stripping service shall consist of unstuffing general cargo from the container, separating cargo by consignee, and grouping cargo lots by consignee at the destination point. Such cargo may be received by the ultimate consignee(s) or by a certified inland carrier for further transportation. For import household goods in lift vans, the stripping service will include placing the lift vans on the inland carriers truck or trailer.

C-2.2.3 Respot Service. The Carrier's respot service shall consist of moving a container for stuffing from the initial point of delivery within a facility to another point within that facility.

C-2.2.4 POV Processing. The Carrier shall document receipt and issuance of Privately Owned Vehicles (POV's), process vehicles for ocean transit, and process POV's for delivery to the owner when ordered by the OO. The Carrier shall receive/issue POV's from/to service members or the Government agent at the NAVSTA GTMO terminal, and from/to service members at the Carrier's Jacksonville, FL terminal. The Jacksonville terminal shall process POV's Monday through Friday from 0800 until 1700 and Saturday 0800 until 1200, except on locally observed holidays. An inspection of the POV, similar to that which is customarily provided by a common carrier in its usual commercial service, including usual documentation, will be accomplished with the service member or his/her representative upon receipt and issue. At the time of pickup, the POV shall be returned in the same condition of cleanliness as received and noted on the receive/discharge inspection report, to include washing as required. The Carrier shall provide storage of POV's in a secure (generally closed to the public), lighted, fenced, paved area pending pick up by the owner/representative for up to 21 days. Storage charges will be paid at the detention rate specified in H-21 if storage is required beyond 21 days.

C-2.2.5 POV's (Military Member or Dependent of Military Member ONLY). The booking of POV's with the contractor is premised on the ability of the contractor to achieve the RDD associated with each individual POV. The ability of the contractor to achieve the POV RDD is determined by reference to the Assured Ocean Transit, Inland Delivery and other time periods provided herein concerning the overall movement of cargo from the time it is tendered to the contractor by the Government at origin until it is delivered at the designated destination in the booking shipping order. In accepting a POV booking/shipping order, the contractor warrants that it can achieve delivery of the POV by the designated RDD under the terms and conditions of this contract. If the contractor fails to deliver a POV on or before the RDD, the Contracting Officer shall assess \$30.00 damages per diem against the contractor. Damages shall be assessed for each day that the delivery exceeds the RDD, including day of delivery, up to a maximum period of seven calendar days (maximum contractor liability of \$210.00 per POV). The contractor may be exonerated from this liability only under circumstances constituting Force Majeure or and Excusable Delay (FAR 52.249-8, ALT I, entitled Default (Fixed Price Supply and Service ALT I) (APR 84)). The contractor is at all times required to deliver the POV as soon as possible following the conclusion of any Force Majeure or Excusable Delay circumstance. If the failure to achieve delivery by the RDD is partially excused, damages shall be assessed on a pro-rata basis. The contractor bears the burden of establishing exoneration on the basis of any Force Majeure or Excusable Delay circumstance".

C-2.2.6 2nd POV's (or alternatively a marine conveyance). Rates for vehicles expressed at schedule B are hereby applicable to the movement of a 2nd POV (or alternatively a marine conveyance) by military personnel without provision of government reimbursement stated at Section G of the contract. Government reimbursement in connection with the retrograde movement (GTMO to CONUS) of second POV's (or alternatively a marine conveyance) is hereby waived during the term of the contract and any option periods exercised. The waiver shall not extend beyond a second POV (or alternatively a marine conveyance) to any additional vehicle which shall be freighted by the carrier in accordance with commercial rates, terms and conditions and subject to the Government terms of this contract. The contractor shall bill the owner of the second POV (or alternatively a marine conveyance) separately and waives all rights to take action against the Government to recover any sums not paid by the vehicle owner. Recovery of such sums is not actionable under the contract and must be pursued outside of any equitable adjustment, claim or other recourse provided herein.

C-2.3 Spotting Empty Containers

The OO will provide the Carrier at least two working days notice as to where to spot an empty container unless a shorter notice period is agreed upon by the Carrier. The notice will include the type, size (LxWxH) and capacity of container required, the name and address of the shipper, the date and a specific time for spotting the container, which will not be later than three working days prior to the vessel cut-off date unless a shorter period is agreed upon by the Carrier, and will specify the categories of cargo to be stuffed in the container (i.e., General Cargo, Mail/Mail Equipment, Vehicles, or Refrigerated Cargo). The Carrier shall spot the empty container within a delivery window of not later than or prior to 1 hour of the stated time in the notice. When the carrier fails to spot an empty container within the delivery window of the designated date and time, the Carrier shall be liable for payment of liquidated damages in accordance with Section **H-10.2**. The Carrier and shipping activity may mutually agree to another spotting date and time, and the Carrier may advise the OO orally and verify in writing of the new spotting date and time .

C-2.3.1 Carrier vessel cut-off for acceptance of cargo. The Carrier will accept Government cargo booked in accordance with this contract up to 72 hours prior to sailing from the Carrier's vessel port of loading, unless the Carrier's vessel port of loading is located within the same commercial zone as the booked Government cargo, in which case the Carrier shall accept cargo up to 24 hours prior to the vessel sailing from the Carrier vessel port of loading.

C-2.4 Container Pickup. The Carrier shall pick-up and remove a stuffed container from the Government facility within 24 hours, and an empty container within 72 hours, commencing at 0800 hours on the day following receipt of notification that the container is in all respects ready to be transported, unless this requirement is waived by the OO. The requirement may be waived orally but must be verified in writing. Time will not run during Saturdays, Sundays, and locally observed holidays.

C-2.5 Chassis Requirement. Containers delivered to the Government shall be on chassis which shall remain with the containers while they are in the custody of the Government unless this requirement is waived by the OO. Chassis provided by the Carrier shall be compatible with Government-furnished tractors unless this requirement is waived by the OO orally and verified in writing.

C-2.6 Inland Delivery. The Carrier shall contact the consignee to establish a delivery time. Unless delay is requested by the OO, orally and verified in writing, the Carrier will commence inland transportation of dry cargo containers within two working days and refrigerated or mail containers within one working day after the container has been discharged from the vessel, or after customs clearance, whichever occurs later. Time shall not run on Saturdays, Sundays, or locally observed holidays. Upon delivery, the Carrier shall present the consignee with a delivery receipt which will include: destination warehouse, pieces, weight, cube, commodity description, and tracking control number (TCN) for the container.

C-2.7 Refrigerated Containers.

C-2.7.1 General. Self-sustaining refrigerated containers not more than two years old at contract service inception, in good working order, shall be delivered to the stuffing activity pre-cooled to the in-transit temperature specified by the Government. Such containers shall be maintained at an internal temperature, within five degrees Fahrenheit of the specified in-transit temperature from the time of initial stuffing until unstuffed at final destination. For chilled cargo, the carrier shall maintain containers at an internal temperature from the time the initially stuffed container has been receipted for by the carrier or its agent until unstuffing at final destination to prevent cargo from freezing.

C-2.7.2 Carrier Inspection of Contents. Upon receipt, the Carrier may open stuffed reefer containers to inspect the condition, stuffing, or the temperature of the cargo. When the Carrier is of the opinion that the

cargo is unsuitable for shipment to the specified destination, the Carrier shall immediately advise the OO of such condition, and request a written decision regarding shipment of the container.

C-2.7.3 Temperature Recording. The Carrier shall furnish two operable continuous temperature recording instruments (to include at least one interior Ryan type recorder or equivalent and one exterior recorder), in each refrigerated container ordered. These instruments shall measure and record in a legible manner any variation in temperature of one-degree Fahrenheit or more inside the container during the time it is stuffed with cargo. The original printed records of the temperature maintained during the transit from origin to destination shall be made available for inspection by the receiving activity when the container is delivered. Upon request of the consignee, a copy of the original records shall be provided to the receiving activity within 5 days.

C-2.7.4 Maintenance. It is the sole responsibility and cost of the Carrier to maintain its refrigerated container equipment in good working order.

C-2.8 Controlled Atmosphere Containers. The Carrier's controlled containers shall include a self-contained computerized system which monitors and adjusts the atmosphere in a refrigerated container after the Carrier has introduced preservative gases in the container. The Carrier shall provide clearly marked placards, to include but not limited to, written warnings affixed both internal and external in each controlled atmosphere containers ordered. These warnings shall contain pre-stripping guidance (e.g., protective clothing is not required; allow 30 minutes prior to entering equipment, etc). The Carrier shall provide a printout of the Tectral Control Atmosphere Report.

C-2.9 Tank Container Service. The commodity will be containerized in Government Bulk Fuel Tank Containers and shipped on carrier furnished chassis. Carrier must comply with all applicable U.S. and foreign laws and/or regulations established for transportation of such cargo including but not limited to Title 49 of the Code of Federal Regulations, Part 171 et seq. (CFR et seq.) and the International Maritime Organization (IMO) regulations. If the carrier fails to meet any obligations imposed by these regulations, then any liability resulting from the carrier's non-compliance with these regulations will be solely the carrier's responsibility. The Government will pay for such service at the rates incorporated into Section B - Rates.

C-3 BREAKBULK SERVICE

The Carrier's liner term breakbulk service shall consist of receiving cargo at its facility; loading and transporting the cargo in its vessel; and discharging the cargo and moving it to the staging area in GTMO or Carrier's Terminal(s) in CONUS. Breakbulk service shall be provided in accordance with the terms and conditions for containerized service, as applicable. Breakbulk cargo may be containerized at the discretion of the carrier, but at no additional cost to the Government.

C-4 DOCUMENTATION

C-4.1 Prestow Plan. The Contractor shall provide the Government with two copies of a cargo prestowage plan at least 48 hours prior to the scheduled arrival of the vessel, (plus 24 hours for each Sunday or locally observed holiday that occurs on the day of arrival or the two days preceding the day of arrival), at the loading port, indicating the specific location, pertinent dimensions and total cubic measurement of the spaces available for loading the cargo booked at that port. Such cargo prestowage plan will be based on information contained on the cargo manifest previously supplied to the Carrier by the Government. One copy of the cargo prestowage plan shall be furnished to the Ordering Activity and one copy shall be furnished to the Water Terminal Authority having cognizance over that loading port. At the same time, the Carrier shall furnish the Ordering Activity confirmation of the date and time that the vessel will be placed on berth for loading.

C-4.2 Load Port. The Carrier shall, by mutually agreeable means, provide the cognizant MTMC activity and the activity responsible for cargo documentation with the information set forth below in connection with cargo loaded at each port.

C-4.2.1 Container Receipt Information. The following information shall be provided within four working hours after a container is received: Carrier name, port of loading, date container received at port, container number with ALFA prefix, TCN, and seal and/or keyless lock number.

C-4.2.2 Cargo Receipt. The Master shall sign the manifest or receipt acknowledging receipt of the cargo in apparent good order and condition or he/she shall note specifically thereon any apparent damage to or shortage of such cargo or any other specific exception to the cargo as listed on the manifest or receipt. For containerized cargo both received by the Carrier and delivered at destination under seal, the Master's receipt acknowledges only the apparent good order of the container.

C-4.2.3 Container Lift Information. The following information shall be provided within eight hours after vessel departure: name of vessel and voyage document number, container number with ALFA prefix, TCN, port of discharge, final destination, general description of container contents (i.e., general cargo, mail/mail equipment, POV, other vehicles, refrigerated cargo), and seal and/or keyless lock number.

C-4.2.4 Container Seal. If a seal on any container has been broken and/or replaced while in the Carrier's custody, the Carrier shall notify the COR, in writing, as to the circumstances and the reasons therefor.

C-4.2.5 Discrepancy Report. The Carrier shall provide both the cognizant MTMC activity and local activity responsible for cargo documentation a listing by container number and TCN of containers which were booked but not loaded, or loaded but not booked, and the reasons why the containers missed their appropriate scheduled sailing. Such notification shall not relieve the Carrier of its obligations under this Contract to fulfill the original cargo booking commitments.

C-4.3 Discharge Port. The Carrier shall provide either NAVSTA Guantanamo Bay, Cuba Shipping and Receiving or the MTMC activity having cognizance over each port where containers are discharged with a discharge report. This report shall be provided for each container discharged as soon as practicable after discharge, but not later than twenty four (24) hours prior to either the commencement of or availability for drayage/linehaul and shall include the following: Name and voyage number of vessel making delivery; name and voyage number of original carrying vessel if transhipped; date, time and mode of commencement of drayage or line-haul from discharge port to inland destination; container number; and consignee.

C-4.4 Vessel Schedule. The Carrier shall provide an updated sailing and arrival schedule to the PCO, COR, and the Supply Officer of NAVSTA GTMO every 30 days for the upcoming 60 days. Any changes to the schedule must be reported and be concurred in writing by the PCO or COR within 7 days of the next schedule port call. Carrier will enter schedule into MTMC's internet based systems. Carrier will use MILSTAMP port codes to identify ports-of-call. Carrier may submit schedule to IBS using formats approved by the IBS Program Management Office.). The Point of Contact to address IBS questions is Mr. Joe Crandell, 200 Stovall Street, Alexandria, VA 22332-5000. Telephone (703) 428-2488 or crandallj@mtmc.army.mil. Any slippage in scheduled sailing date/arrival times by more than 6 hours must be reported to the COR and the Supply Officer of NAVSTA GTMO immediately. Additional copies of reports shall be provided to the PCO as requested.

C-5 ELECTRONIC DATA INTERCHANGE (EDI)

Electronic exchange of booking and intransit status data is required by this contract. EDI is the preferred method for exchange of this data. However, Carriers may elect to receive and respond to bookings and to report intransit status using the MTMC Small Carrier IBS Interface (SCII) or successor system. Hardcopy or facsimile will be utilized in lieu of electronic commerce transactions for booking offices not in supported by IBS. Carriers will be provided at least 90 days advance notice of requirements to begin exchanging electronic commerce with booking locations not supported by IBS at effective date of contract. Carriers that attempt to exchange booking and ITV event data using EDI that do not demonstrate at least substantive technical compliance will be switched to the MTMC SCII (or successor system) until such time as they cure the deficiencies.

C-5.1 Interface. A single Carrier interface to IBS for all booking transactions worldwide is preferred, however IBS will distribute booking offers to Carriers in accordance with Carrier provided distribution instructions. Carriers must designate whether they will use EDI or the SCII (or successor system) or a combination. Carriers who

require distribution of booking offers to multiple Carrier offices must provide distribution instructions. This would include addressing information, type service (EDI or Internet) and a description of which offers should be routed to the account.

C-5.2 Trading Partner Agreement (TPA) Trading Partner Carriers electing to participate in the MTMC EDI are required to execute a Trading Partner Agreement (TPA) with MTMC. This is an umbrella document that describes the use of electronic media and electronic signatures; and establishes EDI transactions as legally enforceable in lieu of signed paper documents. The Carrier will be required to have an executed TPA in place, or to submit the TPA as part of their offer. The TPA will be approved upon successful completion of transmission tests for each transaction set.

C-5.3 Implementation Conventions (IC). This contract includes, by reference, the approved Implementation Conventions for the 300, 301, 303 and 315 transaction sets and their approved concepts of operation. The 300, 301, 303 and 315 transaction sets are described in detail in the implementation conventions. Copies of the IC's can be obtained from <http://www.lmi.org/dtedi>. Changes to the IC's are initiated through the Automated Carrier Interface (ACI) Committee which is composed of both Government and Carrier members. Carriers holding MTMC contracts that require EDI are voting members of the ACI Committee. Changes approved by the ACI Committee are forwarded to the EDI governing committee(s) for approval and publication. This contract incorporates changes as may be approved by the ACI Committee for implementation in accordance with the schedules approved by the ACI committee.

C-5.4 Version control. Either ANSI X.12 version 3060 or 4010 is acceptable for Cargo booking sets 300, 301, 303 and for ITV status transaction set 315.

C-5.5 Electronic transactions.

(a). Carriers shall receive booking data (300) and cancellation data (303) from MTMC. During the term of the contract the Government may begin to provide to the Carrier additional transactions: Status reports for "loaded and available for pickup by Carrier". This would serve as notice to the Carrier to schedule the pick up of the loaded container. The "report of loading" would be an electronic confirmation of telephonic (or other non-EDI) request to schedule pick up of loaded containers. It would also advise the Carrier of enroute containers booked pier terms.

(b) Shipping instructions. Transaction set 304.

(c) Requests for changes to shipping instructions. This would include requests or diversion, shortstop, staging, release from staging, expedited delivery; and notification that empty containers are available for pickup. Carriers shall send booking confirmation (301) and in-transit status (315) data to MTMC. All Carriers shall provide status reports for the following events except for break-bulk service, which excludes events noted for container service:

<u>Event</u>	<u>Notes</u>
Empty spotted	Empty container outgate is acceptable in Lieu of actual spot report.
Loaded container	Required only if Carrier provides origin pickup Inland dray/line-haul
In gate	At POE
Vessel sails	This report is required at POE and at transshipment ports
Arrival notice	Report ETA at final POD 3 days prior to scheduled vessel arrival at final POD.
Vessel arrival	Actual vessel arrival at POD and at transshipment ports

At consignee

(g) EDI addressing and testing requirements information will be provided by HQMTMC (JTMO). Point of Contact to address any questions is Mr. Joe Crandell, Tel (703) 428-2488 or Mr. Mac Frampton, Tel (703) 428-2487.

C- 6 VOLUNTARY INTERMODAL SEALIFT AGREEMENT (VISA).

C-6.1. In compliance with the U.S. Cargo Preference Act of 1904 (10 U.S.C. 2631), U.S. flag Carriers will be given preference for award of contracts resulting from this solicitation. MTMC recognizes the continuing need for a formalized program for the acquisition of sealift augmentation under less than full mobilization. Enrollment of a Carrier's U.S. flag fleet in an authorized sealift readiness program establishes an award preference for participants under this procurement. The Sealift Readiness Program (SRP), implemented in Fiscal Year (FY) 1970, provided a formal agreement between the U.S. flag ocean Carriers and the Government for the acquisition of ships and related equipment under less than full mobilization. On January 30, 1997, the Secretary of Defense (SECDEF) approved the Voluntary Intermodal Sealift Agreement (VISA) as an alternative to the SRP for the purposes of Section 909 of the Merchant Marine Act of 1936. VISA also satisfied the requirement of Section 653 of the Maritime Security Act (PL 104-239) for an Emergency Preparedness Program approved by the SECDEF.

C-6.1.2. VISA provides for three, time-phased stages of activation for a contingency. Each stage will be activated, as needed, to support contingency operations. VISA Stages will be activated by United States Transportation Command (USTRANSCOM) with SECDEF approval. Stage I would be implemented at the beginning of a contingency to meet early DoD surge, sustainment, and ammunition movement requirements that could not be met with organic and voluntary capacity. Stage I activation would potentially cause the most immediate and potentially severe disruption to a Carrier's peacetime service. Stage II would be activated with an expectation of less impact on peacetime commercial service when contingency requirements exceed the capability of Stage I plus any additional voluntarily committed resources. Stage III provides for additional capacity to DoD when Stages I and II commitments and volunteered capacity are insufficient to meet contingency requirements, and adequate shipping services from non-Participants are not available through established DoD contracting practices or U.S. Government treaty agreements. Once Stage III is activated, SECDEF will request the Secretary of Transportation (SECTrans) to allocate sealift capacity based on DoD requirements in accordance with Title I of The Defense Production Act of 1950 and implementing regulations.

C-6.1.3. For contract awards and resultant cargo bookings, VISA participants will receive preference in accordance with the VISA participant categories at the Federal Register 62 FR 6838, dated 13 February 1997. As a condition of such award preference, each Participant in the VISA program must remain in good standing during the entire period of the contract and maintain its level of commitment as detailed on JTMO Form 4280/9. The volume of peacetime cargo offered to the contractor is a function of the contractor's commitment of U.S. flag ocean vessels and intermodal service capacity under the terms and conditions of the VISA which are incorporated herein. A Carrier unable or unwilling to maintain its VISA commitment in terms of specific vessel capacity as reflected in its JTMO FORM 4280/9, Voluntary Enrollment Contract (VECH), must notify the PCO immediately. Upon such notification, the Government reserves the right to negotiate an equitable adjustment or to exercise other contractual remedies as appropriate.

NOTE: The expression "United States Flag Fleet" as U.S. Flag ships and U.S. Flag vessels herein refers only to the dry cargo vessels and tug/barge combinations in the Carrier's United States Fleet.

C-7 – DEFINITIONS and ABBREVIATIONS

As used throughout this contract, the following terms shall have the meaning as set forth below:

AIRCRAFT - Includes all vehicles designed primarily for flight, unboxed and completely or partially set up on wheels, pontoons, runners or special cradles.

ALPHA – Refers to the alphabet letter A

BASE PORT - An artificial port call structure by which ocean carriers receive/deliver cargo at a designated range of ports where the carrier may make a direct vessel call or serve by substituted service. However, the carrier's ocean rates for ports served by substituted service are equalized with the port(s) where the vessel actually calls to provide a uniform rate for the entire range of ports designated.

BULK CARGO - Dry or Liquid Cargo (such as sand, grain, ore, coal, chemicals, oil, etc.) which is not subject to mark or count, shipped in fluid or loose state and not packaged for ocean carriage in any manner.

BREAKBULK CARGO - Cargo that is not containerized.

CARRIER - The vessel operating carrier awarded this contract, including its agents and subcontractors. The term "Carrier" is used interchangeably with the term "Contractor."

CHASSIS - A wheeled unit equipped with running gear and front end support on which a container is placed for transport.

COMMERCIAL ZONE - The pickup and delivery limits of cities, ports and municipalities as defined by the STB and published in 49 CFR, Part 1048, on the date service is provided by the Carrier.

CONSOLIDATION - Practice of combining less-than-container load cargo in order to make container load movements.

CONTAINER - A cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment. Common types of containers are: weatherproof, dry enclosed, refrigerated, van, tank, non-weatherproof, open top, car carrier, high cube, and flatracks or platforms.

CONTAINERIZABLE CARGO - All cargo which can be physically loaded in or on a container.

CONTRACTING OFFICER - A Contracting Officer within the scope of that definition in Federal Acquisition Regulation 52.202-1, who has been appointed or designated as such by the Commander, Military Traffic Management Command. May also be referred to as the Procuring Contracting Officer (PCO).

CONTRACTING OFFICER REPRESENTATIVE (COR) - Appointed in writing by the PCO with a copy provided to the carriers. Responsible for, but not limited to, the following: designates Quality Assurance Evaluators, monitors the contractor's performance in accordance with the Quality Assurance Surveillance Program, ensures contractor's compliance with reporting requirements, provides data for government reports, verifies/certifies invoices, and reviews contractor's request for equitable adjustment.

CONTRACTOR - See "Carrier."

CONUS - Continental United States. The forty-eight contiguous states of the United States of America.

CUSTOM OF THE TRADE - The established practice generally accepted by the trucking, rail and marine shipping industries in the geographic area where the service is provided.

DAYS - Shall refer to calendar days unless specified otherwise.

DEAD FREIGHT - Liability to pay for space booked but not used.

DETENTION - Charges assessed against the Government for delaying the release of Carrier equipment beyond allowed free time.

DISCHARGING - The physical movement of cargo/containers from the place of stowage on board a vessel to the pier.

DIVERSION - A change in the booked destination of a loaded container after transit has commenced, but before the container has commenced final drayage/line haul from the port of discharge.

DRAYAGE - The movement of cargo/container between the Carrier's terminal at the port where the cargo/container is loaded to or discharged from the vessel and another place within the commercial zone or modified commercial zone of that city or as stated in Section B footnotes, by means other than the Carrier's principal vessels, such as by highway or railway.

DRY CONTAINER - A completely enclosed weatherproof container.

DTS – Defense Transportation System

ETA - Estimated Time of Arrival

EXPLOSIVES - Includes all Class I explosives (49 CFR Section 173.50) for which specialized container identification and handling is required under Title 49, Part 171 et seq. Code of Federal Regulations. This category shall not include small arms ammunition and other items included in the definitions of "Cartridges for Weapons," "Cartridges for Weapons, Inert Projectile," and "Cartridges, Small Arms" set forth at 49 CFR 173.59.

FMC – Federal Maritime Commission

FT - Foot

FLATRACK - A container without weatherproof sides and/or top. May have rigid or collapsible ends and can be end loaded or top or side loaded.

FREE IN/OUT (FIO) - For the purpose of this contract, all services from port to port for the round-trip ocean movement of DTS cargo exclusive of shore side operations associated with the loading and/or discharging of the vessel at port of origin and/or port of destination and all costs associated therewith.

GENERAL CARGO - All containerized dry cargo other than refrigerated cargo, cargo carried in tank containers, and vehicles. Dry cargo refers to shipments of straight or mixed loads of the commodities listed in the Military Standard Transportation and Movement Procedures. General cargo shall also include small arms ammunition and small arms as defined under EXPLOSIVES and SMALL ARMS, respectively. General Cargo does not include excepted commodities set forth in Section H.

GOVERNMENT - The United States Government, its agents and contractors, party to this contract, and the consignees, their agents and contractors unless used in a context to refer to another government such as a foreign or local government. Does not include contractors party to this contract.

GTMO - Acronym for Guantanamo Bay, Cuba.

HAZARDOUS CARGO - A substance or material which has been determined by the Secretary of Transportation and the International Marine Organization (IMO) to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

IBS – Intergrated Booking System

ITV – Intransit Visibility

JOINT TRAFFIC MANAGEMENT OFFICE (JTMO) - 200 Stovall Street, Room 10S07, Code MTOP-J, Alexandria, VA 22332-0405.

K-TERM - A container booking wherein the ocean carrier accepts or terminate responsibility at the terminal. The Government is responsible for having the cargo or container either moved to and/or removed from the carrier terminal.

LINEHAUL - The movement of a container between the Carrier's terminal at the port where the container is loaded to, or discharged from, the vessel and another place outside of the Commercial Zone or modified zone of that United States port city or beyond a ten mile radius of the city limits of that foreign port city by means other than the Carrier's principal vessels, such as by highway, railway, canal, or river, or in specific instances by feeder vessels, ferry, or bargeship system.

LINER TERMS - The carrier assumes all responsibility and cost for the transportation of the cargo from the port or point where the cargo is receipted for by the Carrier to the destination port or point where the Carrier makes the cargo available to the consignee.

LOADING - The physical movement of cargo/containers from the pier to place of stowage on board a vessel.

MAIL - Includes all classes and types of postal matter delivered by the U.S. or military Postal Service.

MAIL EQUIPMENT - Includes sacks, pouches, and bags used for carriage of mail and locks or other devices used for sealing mail bags, pouches, sacks or containers.

MDO – Marine Diesel Oil

MILITARY TRAFFIC MANAGEMENT COMMAND (MTMC) - Commander, Military Traffic Management Command, 200 Stovall Street, Alexandria, VA 22332-5000.

MILSTAMP – Military Standard Transportation and Movement Procedures

MRM15 – Management Reform Memorandum # 15

M-TERM - The Carrier assumes all responsibilities and cost for the cargo from the point where the cargo is receipted for by the carrier to the destination point where the carrier makes the cargo available to the consignee.

M/T or M/TONS- Measurement Ton (40 Cubic Feet)

OPEN TOP CONTAINERS - A container without a permanently affixed metal top. Top is typically a removable tarpaulin supported by roof bows.

ORDERING ACTIVITY - Those military organizations, which have been properly authorized by the PCO to place orders under this contract.

ORDERING OFFICER (OO) - Appointed in writing by the Chief of Acquisition, JTMO with a copy provided to the carrier. Responsible for, but not limited to, the following: books cargo and issue shipping orders, samples bookings for low cost, monitors cargo allocation, recommends addition/deletion of routes/services, authorizes substitution of equipment and authorizes staging.

OVER DIMENSIONAL CARGO - Cargo meeting all of the criteria stated in Section G-6.5

OVERSIZED BREAKBULK CARGO or RO-RO Cargo - Cargo that has any one dimension over forty (40) feet long, more than 8 feet wide or over 9 feet 6 inches in height, and as determined by the OO, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles regardless of size are excluded from this definition. Extra length charges are not applicable to cargo defined as oversized cargo.

OVERSIZED CONTAINER CARGO - Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a 45 feet long, 9 feet 6 inches high, 8 feet wide dry container, i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo," as defined as oversized cargo.

P/C – Per Container

POD – Port of Embarkation

POE – Port of Debarkation

PLATFORM - A trailer/container with no sides or top, but only the floor.

PROCURING CONTRACTING OFFICER (PCO) - A warranted contracting officer who is responsible for, but not limited to, the following: appoints and trains the contracting officer representative (COR), issues administrative modifications, analyzes contractor claims, evaluates the contractor's performance, and provides reports on the contractor's performance. The PCO is located at HQ, Military Traffic Management Command, Office of the Principal Assistant Responsible for Contracting, Transportation Acquisition Division, Intermodal Branch (MTAQ-JI), Room 12S45, 200 Stovall Street, Alexandria, Virginia 22332-5000, (703) 428-2484 or FAX (703) 428-3362. The Procuring Contracting Officer has been authorized and designated responsibility for this contract.

RECEIVING ACTIVITY - Place, other than the Carrier's terminal, designated by the OO for receipt of cargo/containers from the Carrier for stuffing or unstuffing.

REFRIGERATED CARGO - Cargo requiring controlled temperature storage during transportation and storage.

REFRIGERATED CONTAINER - A weatherproof container used for the carriage of controlled temperature cargo which is properly insulated against the effects of temperature outside the container and is equipped with mechanical, thermostatically temperature controlled air circulation or air exchange cooling equipment with venting capability capable of providing temperature protection to cargo (between plus 75 degrees and minus 10 degrees Fahrenheit).

a. Non-self-sustaining. A refrigerated container which requires a power or fuel source, external to the refrigerated container or its chassis (e.g., independent power source such as an electrical plug), to operate the refrigeration unit.

b. Self-sustaining. A refrigerated container which does not need an external power or fuel source, and upon which a self-contained power unit is mounted, either on the container or its accompanying chassis. The container is self-sustained only while the power unit and its fuel source is mounted. If the power unit or fuel source is removed or the power unit cannot be operated for reasons other than maintenance, the reefer is non-self-sustaining. However, if the Government chooses not to operate the power unit (if operable), the reefer is considered self-sustaining.

REGULARLY SCHEDULED SAILINGS – Sailings at regular intervals maintained between the same port ranges and consisting of regular arrivals and departures along an established route.

RELAY - Service by which an ocean Carrier serving the port of origin by direct vessel call with one of its vessels and the port of destination by direct vessel call with another of its vessels provides transportation between such ports via an intermediate port served by both vessels and at which cargo is transferred from one vessel to the other.

REQUIRED DELIVERY DATE (RDD) - Date by which cargo must reach the ultimate consignee as determined by the OO.

RESPOT SERVICE - Service that consists of moving a container for stuffing from the initial point of delivery within a facility to another point within that facility.

SHORT STOP - To stop a stuffed container at a point where the OO has elected to take delivery, with final delivery to be performed by the Government.

SMALL ARMS - Small arms includes rifle and shoulder fired grenade launchers, handguns, individually operated weapons which are portable or can be fired without special mounts or firing devices, light automatic weapons up to and including .50 caliber, mortars up to and including 81 mm, recoilless rifles up to and including 106 mm, rocket launchers, and shoulder fired weapons.

SPOT - The placement of a container for stuffing or stripping.

STRIPPING - The process of unloading a container.

STUFFING - The placement of cargo into a container, including any necessary chocking, bracing, or dunnaging.

SURFACE TRANSPORTATION BOARD (STB) - The agent of Congress designated to implement the Interstate Commerce Act which regulates rates, rules and practices of rail transportation lines engaged in interstate traffic, motor carriers, common and contract water carriers operating in domestic trade, and freight forwarding companies.

TALLY - Supervise and make accurate, appropriately documented records of cargo being loaded and unloaded, time received, and condition on arrival.

TANK CONTAINER - A weatherproof container used for transporting bulk liquids.

TENDER - Cargo physically accepted by the carrier for loading on its vessel for a particular voyage, or released by the Government to the carrier for loading on its vessel for a particular voyage.

TRACTOR - A motor vehicle designed primarily for hauling containers/trailers over the road.

TRAILER - A vehicle designed without motive power, to be drawn by another vehicle

TRANSSHIPMENT - Service by which one ocean Carrier serving a port of origin by direct vessel call and another such Carrier serving a port of destination by direct vessel call provide transportation between such port via an intermediate port served by direct vessel call of both Carriers, and at which cargo will be transferred from one Carrier to the other.

UNSTUFFING - See "Stripping."

VAN - A motor vehicle permanently mounted on undercarriage and wheels.

VEHICLES - Includes all types of land or amphibious vehicles, set up on its own wheels or tracks, whether or not self-propelled, but excludes railroad locomotives.

WEIGHT CARGO - Cargo for which, by virtue of its weight, special permits or special handling is required by law or regulation.

SECTION D Packaging and Marking

D-1 CONTAINER IDENTIFICATION

Within sixty (60) days of the effective date of this contract, containers shall be clearly marked to indicate the name of the Carrier. Leased containers utilized under this contract shall have the name of the Carrier, affixed with stencils or stickers, in letters of not less than three (3) inches in height. As a minimum, such identification will be affixed to each end of a leased container.

SECTION E Inspection and Acceptance

E-1 INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0002	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

E-2 Quality Council – A Quality Council will be established in order to identify and resolve potential operational and contractual problems to achieve continuous process of service improvement. The Council members may include representatives of the Carrier, Ocean Cargo Booking Offices (OCBO), Ocean Cargo Clearance Authority (OCCA), effected shipper services, Contracting Officer's Representative (COR), as well as the Contracting Officer's designated Contract Specialist. The Quality Council shall meet on a quarterly basis to identify, monitor, and recommend solutions to operational and contractual problems arising during the term of the contract. Recommendations for process improvement will be elevated to the Procuring Contracting Officer or designated representative and the designated carrier representatives for consideration, approval, and negotiation of contract modifications (if applicable).

CLAUSES INCORPORATED BY REFERENCE:

252.246-7000	Material Inspection And Receiving Report	DEC 1991
52.246-14	Inspection of Transportation	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F Deliveries or Performance

F-1 DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0002	POP 01-FEB -01 TO 31-JAN-02	Years	1.00	Dest.	
0002	POP 01-FEB-02 TO 31-JAN-03	Years	1.00	Dest.	
0003	POP 01-FEB-03 TO 31-JAN-04	Years	1.00	Dest.	

CLAUSES INCORPORATED BY FULL TEXT

F-2 EFFECTIVE DATES

This contract shall be in effect for all cargo received by the Carrier or its Agent for sailings scheduled on or after 0002 hours local time **01 February 2001** through and including **31 January 2002** for the One Year Firm Period and from **01 February 2002** through and including **31 January 2003** if the 1st One Year Option Period is exercised. If the 2nd One Year option period is exercised, the contract shall remain in effect for all cargo received by the Carrier or its Agent for sailings scheduled on or after 0002 hours local time **01 February 2003** through and including **31 January 2004**.

F- 3 FAR 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1994)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of **\$1,000.00**.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default--Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

F-4 JUSTIFICATION FOR INCLUSION OF LIQUIDATED DAMAGES

1. Liquidated damages are provided for in RFP DAMT01-00-R-0036 (FAR 11.502) since both (1) the time of delivery or performance is such an important factor in the award of the contract that the Government may reasonably expect to suffer damage if the delivery or performance is delinquent, and (2) the extent or amount of such damage would be difficult or impossible to ascertain or prove. The Contracting Officer has considered the probable effect of such matters as pricing, competition, and the costs and difficulties of contract administration. Further, the application of liquidated damages for non-performance of service contract provisions is a recognized regulatory practice for the ocean and intermodal transportation industry (Shipping Act of 1984).

2. See data at enclosure (1) below for additional information.

1.0 Liquidated Damages in the Guantanamo Bay Contract

1.1 Reasonable level of compensation to the Government for damages incurred due to contractor performance failures where the exact amount of damages is difficult to calculate.

1.2 Estimates are based on average impact. In some cases, the actual damages to the Government may be significantly more than liquidated damages set in the Contract.

1.3 Liquidated Damage items in the Contract.

1.3.1 Late delivery/vessel delay of cargo. (liquidated damages established based on per day rate per container see USC1) estimate based on damage variables shown.

1.3.1.1 Inventory Carry

Average \$50,000 value per 40' container @ 8% cost of money \$4,000/yr @ \$11.00/day

50 containers @ \$550.00 per day for vessel delay

1 container @ \$ equivalent of container detention

1.3.1.2 Maintenance of Increased Safety Stock for potential delay

Average \$50,000 value per 40' container @ 8% cost of money \$4,000/yr @ 26 voyages based on 14 day turn \$266/yr

50 containers @ \$13,300 per voyage for vessel delay

1 container @ \$ equivalent of container detention to average impact

1.3.1.3 Shortened Shelf Life of food supplies

Average \$50,000 value per 40' container hardy chill 30 day shelf life \$1666.66/day

Sensitive chill 10 day shelf life \$5000.00/day

dry goods 100 day shelf life \$500.00/day

freeze 180 day shelf life \$277/day

1.3.1.4 Mission failure due to delay of cargo

Average 30,000 lbs of cargo per 40' container to avoid mission failure for 20% critical cargo @ \$3.00 a lb to airlift \$18,000 (reload and swing to another vessel is available minimum \$1250.00 in cost incurred)

1.3.1.5 Quality of Life impact due to delay of cargo

Average 30,000 lbs of cargo per 40' container airlift to avoid mission failure for 10% critical cargo @ \$3.00 a lb to airlift \$9,000 (reload and swing to another vessel is available minimum \$1250.00 in cost incurred)

1.3.2 Failure to spot liquidated damages at detention container rate

Impact to Government is potential nonuse of warehouse labor scheduled to load container (\$200-400 dependent on cargo type and packing configuration) and overtime labor to load container at later time to ensure cargo make vessel cutoff (\$300-600 dependent on cargo type and packing configuration). Additional impact is delayed arrival of cargo which is covered in 1.3.1

1.3.3 Failure to pickup liquidated damages at detention container rate

Impact to Government is potential delay of cargo (see 1.3.1), blocking of cargo loading door at stuffing or stripping location (\$400 of delay per hour if door scheduled to be utilized for loading or unloading of cargo and no alternative locations are available or tractor use to shift container \$50.00 if available to shift container)

1.3.4 EDI

Impact is lack of visibility on cargo which equals increased safety stock and increased potential to avoid mission failure and quality of lift impact since no ability to monitor statistical control range.

1.3.4.1 Vessel Schedules

Bookings must be made on a manual basis for carrier under the contract and Government liability for breach of contract by exceeding cargo distribution requirements of contract.

1.3.4.2 Automated bookings (IBS)

Impact of manual bookings on system estimated at \$50.00 per transaction -Government employee time/facsimile transmissions/manual data entry, etc.

1.3.4.3 ITV event notification (315)

Impact is lack of visibility on cargo which equals increased safety stock and increased potential to avoid mission failure and quality of lift impact since no ability to monitor statistical control range.

1.3.4.4 Vessel arrival notice

Impact on Government is inability to plan for customs clearance which potentially delays cargo.

SECTION G Contract Administration Data

G-1 CONTRACTING OFFICER

The Contracting Officer that shall perform contract administration for this contract is the Military Traffic Management Command, ATTN: MTAQ-JI, Room 12S45, 200 Stovall Street, Alexandria, VA 22332-5000, (703) 428-2038 or FAX (703) 428-3362.

G-2 SHIPPING ORDERS

When transportation services are ordered under this Contract, a Shipping Order substantially in the form of the Clearance Order/Shipping Order (JTMO Form 4612-1) (Attachment 1) will be issued by the Government. The Government will prepare all necessary papers including vessel papers or manifests listing the cargo stowed in containers aboard the vessel. Such papers, including vessel papers or manifests, shall be receipted by the Carrier or his agent, and shall be evidence of ownership. These documents and the Shipping Order together constitute the contract of carriage and shall be deemed to be an Order within the meaning of the Ordering Clause (FAR 52.216-18). The OO will provide the Carrier with written notice of the Government activities authorized to issue Shipping Orders. The Government will not be responsible for preparation of commercial bills of lading.

G-3 CONTAINER SIZE ORDERED/PROVIDED

The Carrier shall not furnish a container of a different type or cubic capacity than that ordered in accordance with Section C-2.3 "**Spotting Empty Containers**" without the written consent of the OO. If the OO allows the Carrier to substitute a larger size container than booked, and the loaded shipment does not exceed the cubic capacity of the size container originally ordered, the Government shall pay for the size ordered. If the loaded shipment exceeds the cubic capacity of the size container originally ordered, the Government will pay for the size container actually furnished.

G-4 CONTAINER INTERNAL CUBIC CAPACITIES

The average internal measurement tonnage capacities as listed in Attachment 3 are to be used for computation of freight in lieu of computation based upon the actual internal capacity of the individual container. Freight for cargo carried in types of containers not listed in Attachment 3 shall be computed based on the actual cubic capacity.

G-5 APPLICATION OF RATES

G-5.1 Expression of Rates. All rates appearing in Section B are stated in U.S. dollars and cents and apply to all cargo moving under this contract.

G-5.2 Containers Stuffed by the Government. Containers stuffed by the Government with general cargo (including mail/mail equipment), refrigerated cargo, or a mix of general and vehicular cargo for carriage outbound from CONUS to GTMO shall be freighted by applying the appropriate liner term rates set forth in Section B. Containers stuffed by the Government with general cargo (including mail/mail equipment), refrigerated cargo, or a mix of general and vehicular cargo for carriage inbound from GTMO to CONUS shall be freighted by applying the appropriate liner term rates set forth in Section B. Liner term rates will be paid for any actual cargo loaded and discharged in addition to the lump sum voyage payment.

G-5.2.1 Tank containers shall be freighted at the liner term rates set forth in Section B.

G-5.3 Containers Stuffed by the Carrier. Containers stuffed by the Carrier with general cargo (including mail/mail equipment), refrigerated cargo, or a mix of general and vehicular cargo shall be freighted by applying the appropriate liner term rates set forth in Section B. Cargo stuffed by the Carrier that weighs out (reaches the allowable weight of the container) shall be freighted at the appropriate liner term rates set forth in Section B. Liner term rates will be paid for any actual cargo loaded and discharged in addition to the lump sum voyage payment.

G-5.4 Vehicles and Breakbulk Cargo. Vehicles and breakbulk cargo shall be freighted by applying the applicable liner term rate to the manifest measurement tonnage of the cargo. Cargo booked as breakbulk cargo (including vehicles) will be so freighted, regardless of whether containerized for the Carrier's convenience. Liner term rates will be paid for any actual cargo loaded and discharged in addition to the lump sum voyage payment.

G-5.5 Stuffing and Stripping Services. When these services are ordered, the Carrier shall be paid the rate set forth in Section B for actual measurement tonnage stuffed or stripped.

G-5.6 Respot Charges. The respot charge specified in Section B shall be paid for each respot ordered.

G-5.7 POV Processing. The Carrier shall be paid the rate, per POV set forth in Section B for each POV processing ordered. The rate shall cover both receiving and issuing the vehicle.

G-5.8 Voyage Payment. The Carrier shall be paid the lumpsum rate per roundtrip voyage set forth in Section B at CLINS 0002, 0002 and 0003 upon completion of the roundtrip voyage. A roundtrip voyage shall consist of a southbound voyage from the last CONUS port to NAVSTA GTMO and a northbound voyage from NAVSTA GTMO to the last CONUS port. This payment shall constitute full compensation for all cargo transport on the roundtrip voyage on a free in and out basis regardless of the amount of actual cargo carried.

G-5.9 Linehaul/drayage. The Carrier shall be paid for linehaul/drayage services performed in accordance with the rates set forth in Section B for those services.

G-6 EXCEPTIONS TO GENERAL APPLICATION OF RATES

G-6.1 Carrier imposed weight restrictions. When a container is precluded from being utilized to its maximum capacity because the Carrier imposed restrictions which limit the weight carrying capacity below the maximum weight carrying capacity of the container, the cargo shall be freighted at the applicable container rate set forth in Section B regardless of whether stuffed by the Government or the Carrier.

G-6.2 Government Furnished Containers. The Carrier's charges for through transportation of cargo stuffed in Government containers will subject to a discount of \$250.00 for each dry container, \$400.00 for each tank container, and \$1200.00 for each refrigerated container. This amount shall be deducted from the voyage payment.

G-6.3 Empty wooden pallets, gas cylinders and sonar buoy cases. CONUS bound empty wooden pallets, gas cylinders, sonar cases, and materials being returned to CONUS for recycling (e.g., waste paper, aluminum, plastic, etc.) shipped in containers shall be freighted at fifty percent (50%) of the appropriate rate and will be shipped on a space available basis."

G-6.4. Average Minimum Guarantee. The Government shall guarantee a voyage payment as set forth in Section B at Clin 0002, and Clins 0002 and 0003 if the Option Periods are exercised for every contractually required sailing performed in accordance with Section C-1.1. Additional sailings provided by the Contractor at its discretion will be paid based on a pro-rata share of the voyage payment calculated by dividing the voyage payment by 80 FEUS and applying that per FEU amount to the actual amount of FEUS loaded with the Government cargo and carried on the round trip voyage. Additional sailings requested by the PCO shall be paid with the same provisions as a contractually required sailing in accordance with Section C-1.1.





G-6.5. Over Dimensional and Unusual Size Cargo Service

- (1) Over dimensional cargo is defined as cargo that when booked to be shipped as a unit of cargo in/on a single container does not exceed the following maximum weight and dimensions:

Weight: 48,000 lbs
Length: 40'0" (480")
Width: 11'0" (132")
Height: 11'6" (138")

In addition, over dimensional cargo is considered to be cargo within the above maximum dimensions and weight which has a dimension (length, width, or height) that exceeds any external dimension of the container most suitable to the cargo when loaded and measured in/on such container. Selection of the equipment used for ocean transportation shall not result in over length dimensions when the cargo is loaded on a 40 foot flatrack, not a 20 foot flatrack.

- (2) Charges for over dimensional cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size, in accordance with the following formula (which includes use of a flatrack container):

In gauge:	BOF (Basic ocean freight) <u>+FRS</u> (Flat rack surcharge) TC (Total charge)	
Over height:	BOF+(BOF x 60%) <u>+FRS</u> TC	
Over width:	BOF+((BOFx2)x60%) <u>+FRS</u> TC	
Over height and and over width:	BOF+((BOFx5)x60%) <u>+FRS</u> TC	

A 40 percent discount shall be applied for displaced slots in any configuration.

- (3) If other than flatracks are used to ship over dimensional cargo, the flatrack surcharge shall not be applied to the formula.
- (4) Flatrack surcharges shall not apply to Government owned flatracks in the rate computation for over dimensional cargo.
- (5) Displaced slots for which charges are assessed will be counted toward the minimum cargo guarantee.
- (6) Cargo that cannot be loaded on or in an intermodal container (closed, open top, flatrack) prior to stevedoring is not covered by this formula.
- (7) The over dimensional formula is limited to port to port terms only.
- (8) This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the Government and the carrier mutually agree to do so at the time of cargo booking.
- (a) Vacant slots for which charges are assessed will be counted toward the average minimum cargo guarantee stated at G.6.4 of this section.
- (b) The Government reserves the right to ship oversized/over dimensional cargo on breakbulk terms. The Carrier, at its discretion, may elect to containerize the cargo, but at no additional cost to the Government above those breakbulk rates specified in Schedule B.

G-7 PAYMENT

G-7.1 Entitlement. Freight shall be earned only upon delivery of the cargo at the ultimate destination set forth in the Shipping Order or applicable amendments thereto. Freight shall consist of the sum of all payments due for services actually furnished in accordance with the Shipping Order calculated at the rates set forth in Section B. “ With respect to the lump sum per round trip voyage charge specified at CLINS 0002 and 0002 and 0003 if the Option Period is exercised, one half of the total lump sum amount shall be earned on the completion of the southbound transit to NAVSTA, Guantanamo Bay, Cuba. The remainder of the lump sum amount shall be earned on completion of the northbound transit to the last CONUS port”.

G-7.2 Submission of Invoices. Properly certified invoices or vouchers shall be submitted in accordance with the Standard Billing Instructions (Attachment 2) to: Military Traffic Management Command, Deployment Support Command, 663 Sheppard Place, Third Floor, Fort Eustis, VA 22304. Invoices shall be submitted within twenty-four (24) months from date of shipment. Invoices received after that time will not be certified for payment and the carrier waives any right to payment thereafter.

G-7.3 Determination of Delivery. Delivery of the stuffed container/cargo at ultimate destination and accomplishment of the Shipping Order may, for purposes of payment of freight, be established either by a copy of a receipt signed by the consignee or its agent or upon certification of delivery by the COR based on information available within the Government. For purposes of payment of freight, delivery of cargo shall be deemed to occur upon placement of the stuffed container at ultimate destination or upon expiration of two working days after the Carrier tenders the stuffed container/cargo for delivery at the ultimate destination. The Carrier may notify the MTMC paying activity of the date and time of the container arrival at ultimate destination for determination of the two working day basis for payment of freight.

G-7.4 Withholding of Payment. If, after delivery of the cargo or container and unstuffing by the Government, there is any damage to or shortage of cargo not definitely known to be the fault of the Government or its agents, and it is considered by the Contracting Officer that withholding of certain monies is necessary to protect the interests of the Government pending final determination of the amount of shortage or damage and the Carrier's liability therefor, the dollar amount of such shortage or damage may be estimated and withheld from sums owing to the Carrier by the Government under any Shipping Order. Likewise, the Government may recover overpayments of freight and may recover charges paid to the carrier for service and supplies furnished by the Government in connection with the carriage of cargo under one Shipping Order by withholding sums due the carrier from any other Shipping Order.

G-7.5 Reimbursement. All charges and expenses incurred for the account of the Government as provided in this contract and which are not paid directly by the Government or by the consignee shall be paid by the Carrier, which shall be reimbursed upon the presentation of properly supported invoices, including, but not limited to Carrier's Interchange Receipt and COR certified invoices.

G-7.6 Payment. Unless otherwise provided herein, payment shall be made on freight earned as computed in accordance with Section G-7.1 above. All payments earned on shipments will be made not later than thirty days after a) receipt of a proper invoice, in accordance with the procedures outlined above, or b) evidence of delivery as described above, whichever occurred later. The failure of the Government to provide a proper manifest in a timely manner shall not preclude the Carrier from submitting a proper invoice upon delivery of cargo as set forth above.

G-8 BUNKER ADJUSTMENT FACTOR

a. An allowance for fluctuations in marine fuel prices shall be paid to the carrier in accordance with the following:

- (1) Offerors shall provide a fuel consumption standard for the vessel(s) offered in service. Per barrel consumption at steaming by bunker type (e.g., Heavy Fuel Oil (HFO), Marine Diesel Oil (MDO) and barrels consumed per hour at berth shall be provided. At the conclusion of the first annual period of the contract, a base price will be computed for Jacksonville, FL. The source of price information is the Platts Oilgram Bunkerwire based on the bunker type used by vessel as provided. These prices are quoted in dollars per metric ton. They will be converted to barrels by dividing by 6.55. An average price per barrel

will be computed over the corresponding first annual contract period. The base price is the average of the weekly price for the corresponding annual contract period. The prices will be computed by the Contracting Officer. (2) No later than thirty (30) calendar days after the conclusion of the second annual contract period, and for any subsequent annual option period exercised by the Government, the Carrier shall submit to the Contracting Officer a certified statement by voyage of total fuel consumption for the voyages accomplished during the annual contract period. For each voyage, the certification shall contain the following information: Ship name, sailing dates, POD and POE, carrier voyage number and route index, DTS voyage number.

(a) Average round trip steaming mileage will be divided by nautical miles per barrel fuel consumption factor provided in the carriers offer to yield barrels consumed per voyage. The Contracting Officer shall determine a factor for an average number of hours at berth. This factor shall be divided by hours per barrel at berth provided in the carriers offer to yield barrels consumed at berth. Barrels consumed (steaming and at berth) for all voyages will be totaled for the annual period.

(b) A new average annual fuel price, a dollar differential, and a percent differential will be computed by the Contracting Officer for the second annual period of the contract, and for any subsequent annual option period exercised by the Government, in the same manner as the base period per paragraph (1), above. The dollar differential is the new average fuel price minus the base price. The percentage differential is derived by dividing dollar differential by base price. If the percent differential is greater than 20%, a payment or deduction will be made. If cost increase results in payment to the carrier, such payment will be a lump sum. If a cost decrease results in benefit to the Government, the Government shall set off sums against monies owed the carrier. The dollar payment/set off shall be determined by application of the annual computed dollar differential, less 20%, times the total annual fuel consumption (in barrels) for the relevant contract period.

b. The fuel allowance applies to carrier purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U. S. Government or foreign Governments.

G-9 REFUNDS, REBATES AND CREDITS

The Carrier agrees that any refunds, rebates, credits or other amounts (including any interest thereon) accruing to or received by the Carrier under this Contract shall be paid by the Carrier to the Government to the extent that they are properly allocable to costs, expenses or reimbursements for which the Carrier has been reimbursed by the Government under the terms of this contract.

G-10 AGREED COST RESPONSIBILITY

G-10.1 General. As a means of facilitating the administration of this contract, the parties have agreed that certain items of cost anticipated as likely to arise in the performance of their respective duties under this contract shall be listed. The cost responsibilities of the parties are indicated in subparagraphs G-10.2 and G-10.3 below.

Determinations of responsibility for items of cost agreed to by the parties under this Section are to be consistent with Section B and the specific clauses of this Contract that describe the services to be provided by the Carrier; provided however, in the event of a conflict, Section B and the specific clauses of the contract shall prevail.

G-10.2 Responsibility of the Carrier. The Carrier is responsible for the cost of the following services:

G-10.2.1 Furnishing and maintaining containers and chassis.

G-10.2.2 Drayage of containers including: Furnishing and maintaining tractors; furnishing drivers; delivery costs of movement of containers, including tractors and driver; highway, ferry, tunnel and bridge tolls; and user taxes.

G-10.2.3 All costs of vessel operation and all port charges and other expenses charged to the Carrier's vessel, including such charges assessed at Government installations.

G-10.2.4 All stevedoring costs and all costs of loading and discharging and preparation, including special cargo fire or security watch required by port regulations due to loading and discharging operations.

G-10.2.5 All container terminal costs including: receipt of containers; marshaling of containers; and cleaning containers before stuffing and after unstuffing.

G-10.2.6 Taxes, dues, fees and other charges (including storage charges levied by governments, ports authorities, or wharfingers) on breakbulk cargo, on the containers, and on their contents, if any, except those charges which are payable by the Government.

G-10.2.7 Handling charges including terminal tariff handling charges and agency fees in connection with port clearance of cargo tariffs.

G-10.2.8 Landing and wharfage charges including: landing charges against cargo in accordance with the regulations of the port, including those billed by port authorities to the ship; and wharfage charged to military cargo.

G-10.3 Responsibility of the Government. The Government is responsible for the cost of the following services:

G-10.3.1 Except when ordered from the Carrier, container stuffing and unstuffing including: labor employed; packing material and/or dunnage employed; preparing documentation; sealing the container; removal of packing material, dunnage and placards; and sweeping.

G-10.3.2 Miscellaneous dues, fees and charges including: cargo surveyor fees when services are ordered by the Government or when resulting from dispute between the Government and the Carrier resolved in favor of the Carrier; drayage or line-haul charges listed under Section G-10.2.2 above when performed by the Government.

G-10.3.3 Customs and other taxes, dues and/or taxes charged to the cargo; harbor and quay dues charged to the cargo based on local tariffs.

G-10.3.4 Contaminated cargo costs including: fumigation required solely because of contaminated Government cargo, including related costs and detention; crew overtime in connection with standby security watch when required by the OO during loading and discharging; crew wages, fringe benefits and related payroll tax when ship's crew are performing longshore work in cargo operations at the request of the terminal or by custom of the port including members of the steward's department required to prepare additional meals.

G-11. SHIPMENTS BY AUTHORIZED AGENTS OF THE GOVERNMENT.

The following provisions apply only for authorized agents' shipments.

a. Parties to the contract. Parties, on the first part, include the US Government and its agents and authorized contractors other than the Carrier under this contract, including Code 3 Military Household Goods (MHHG) ITGBL Carriers or Global POV Contract Carriers (hereinafter called "the Shipper", and, on the second part, the ocean Carrier.

b. Booking of cargo.

(1) Shipments booked by authorized agents will be booked in accordance with the VISA priorities outlined under this contract at C.1.7 terms subject to the terms and conditions of the agent's respective Government contracts.

(2) For such shipments offered on a port to port basis by the authorized agent, the Shipper agrees to offer cargo for booking upon no less than 3 working days notice prior to a base port departure date unless a later time is agreed upon by the parties for a particular shipment or group of shipments. The Carrier shall have a maximum of 24 hours to accept an offering of cargo and notify the Shipper of such acceptance.

c. Shipping order. For shipments booked by authorized agents, the Shipper will prepare a shipping order substantially in the form attached hereto as clearance order/shipping order (JTMO Form 4612-1), Attachment A. The shipping order shall be evidence of ownership and will constitute the contract of carriage issued to the ocean Carrier.

d. Carrier Load Port. For authorized agent shipments, cargo/container receipt and lift information shall be furnished by the ocean Carrier to the authorized agent who ordered the transportation services stating the Shipping Order number rather than the TCN as used with other DTS shipments (on board ocean bill of lading acceptable). Cargo/container receipt information required at CONUS and designated overseas ports of loading shall be provided within four hours after the cargo or container is received. Cargo/container lift information shall be provided within eight hours after vessel departure from CONUS/overseas port. This information shall be provided by a mutually agreeable means between the Shipper and the Carrier and shall indicate as much of the following data for each shipment of cargo or each container received/loaded as is available within that time:

(1) Cargo/container Receipt Information (CONUS and Designated Overseas Ports of Loading)

- (a) Name of ocean Carrier
- (b) Port of loading
- (c) Date container received at port
- (d) Carrier's container number with ALFA prefix
- (e) Transportation Control Number (TCN)
- (f) Seal and/or keyless lock number

(2) Cargo/container Lift Information (CONUS/Overseas Ports of Loading)

- (a) Name of vessel and voyage document number
- (b) Carrier's container number with ALFA prefix
- (c) Transportation Control Number (TCN)
- (d) Port of discharge
- (e) Final destination
- (f) General description of container contents, i.e., General Cargo - Mail/Mail Equipment - Privately Owned Vehicles (POV'S) - other Unboxed Wheeled or Tracked Vehicles - Refrigerated Cargo
- (g) Seal and/or keyless lock number - Note: The Carrier is to notify the Contracting Officer if a seal on any unit of cargo or container has been broken and/or replaced between the time the Carrier accepted the loaded container from the Government and the time of arrival at inland destination or point of Government acceptance from the Carrier with a complete report as to the circumstances and the reasons therefore.

e. Carrier Discharge Port. For authorized agent shipments, cargo or container discharge information shall be furnished to the authorized agent consignee listed on the Shipping Order stating the Shipping Order number (arrival notice or similar acceptable with discharge noted). This information, which shall be provided for each unit of cargo or each container discharged as soon as practicable after discharge, but not later than one day following the commencement of delivery, shall include the following:

- 1. Name and voyage number of vessel being discharged
- 2. Name and voyage number of original vessel sailing if transshipped

3. Date and time the cargo or container was discharged from the vessel
4. Date, time, and mode of commencement of delivery from discharge port to and consignee.

f. Weekly lift and authorized agent shipment statistics: The Carrier agrees to provide weekly volume information to the Chief, MTMC CONUS Command Booking Office, Ft. Eustis, VA, the COR for all shipments under this contract, with authorized agent statistics specifically segregated from overall lift statistics. Information shall include, but is not limited to, the number of containers by origin or destination, direction and size of equipment. Reports will be provided by fax to 757-878-1810 until such time as MTMC develops an internet based capability for Carriers to submit these reports when report via the internet will be required. Carriers will be notified when internet capability becomes effective.

g. Payment. The authorized agent shall make payment directly to the ocean Carrier thirty days after receipt of an invoice or evidence of completion of services ordered under this agreement. The Carrier will provide written verification of delivery to the ordering activity.

h. Detention invoices. The authorized agent ordering services from the ocean Carrier is responsible for certification and payment of all detention charges applicable under this contract.

G-12 ELECTRONIC PAYMENT -Carrier Payment

1. Automated fund transfer (AFT) is the required method of payment. Carrier not yet authorized AFT must provide bank and account information necessary to implement AFT.

2. MRM15 alternate payment procedures. During the term of this contract MTMC expects to begin expanded use of alternate cargo documentation and payment processes. Under the new proposal (POWERTRACK), shipping instructions (EDI 304), plus Carrier lift (EDI 315) reports will be the basis for effecting payment to Carriers. Should the new procedures be substantively as described, MTMC would, at its option, phase in the new procedures for all or any part of cargo covered by this contract. Once implemented, such procedures shall become mandatory. At least 90 days notice to Carrier will be provided. Should the new procedures not be substantively as described above, any transition to the new procedures would be subject to bilateral agreement.

SECTION H Special Contract Requirements

H-1 LIMITATION OF GOVERNMENT LIABILITY

H-1.1 General. Except as specifically provided in this contract, nothing herein shall give the Carrier any right, claim or cause of action against the Government for the Government's: (1) failure to book any particular cargo or any quantity of cargo with the Carrier; or (2) transporting any cargo by any means other than the Carrier.

H-1.2 Dead Freight. The Government shall not be liable for payment of dead freight.

H-2 GOVERNMENT OBLIGATION

H-2.1 Commitment of Cargo. For the purposes of this contract the CONUS origin/destination points shall be limited to the CONUS East Coast points indicated in Section B. The Government, at its option, will determine if cargo will move between other CONUS points and NAVSTA GTMO under this contract or separate contractual arrangements. During the period of this Contract and subject to provisions set forth below and in this Section. The Government will ship with the Carrier NAVSTA GTMO sustainment cargo offered for ocean transportation in the Defense Transportation System between points and ports in CONUS and GTMO as referenced in Attachment 4 to the extent such cargo materializes. In the event the space made available by the Carrier is insufficient to meet the requirements of the Government, the OO reserves the right to make other arrangements to meet such requirements.

H-2.1.1. Exception to Government Commitment of Cargo. Notwithstanding clause H-2.1, the Government, at its option, may procure transportation services from any source under a separate arrangement, independent of this contract.

H-2.2 Volume of Cargo. For calculation purposes, a roundtrip voyage shall include all of the cargo tendered by the Government for a southbound sailing from CONUS to NAVSTA Guantanamo Bay, Cuba and the following northbound sailing from NAVSTA Guantanamo Bay to CONUS. Such payments shall be made in accordance with Section G-5.8 under a voyage payment regardless of the amount of actual cargo transported. The cargo volumes listed at Attachment 4 are provided for information purposes only and in no way represent a commitment on the part of the Government, other than, that which is stated herein and in Section G-5.8 of the contract.

H-2.3 Required Delivery Dates. Notwithstanding any other provision of this contract, the Government may make alternative transportation arrangements, without notice to the Carrier, for any cargo that the Carrier cannot deliver by the Required Delivery Date (RDD). The determination to make alternative transportation arrangements on the basis of RDD shall be made by the OO, and shall be within the scope and coverage of Section H.

H-3 LIMITATIONS OF CARRIER'S OBLIGATION

H-3.1 Cargo Rejection. Notwithstanding any other provisions of this contract, the Carrier shall have the right to reject hazardous cargo, including explosives (other than Class 1); dry or liquid bulk cargo (i.e., not packaged, containerized or in tank containers); any species of live animals and other cargo deemed by the Carrier to be dangerous or obnoxious in character. Any such cargo accepted for carriage shall be freighted at the General Cargo rate.

H-3.2 Unsafe Operation. The Carrier shall not be required to receive or deliver containers at points or places where it is impracticable or unsafe to operate tractors and chassis due to conditions of roads, streets, or alleys or when prevented from doing so because of fire, acts of God, acts of war, riots, civil commotions, strikes, lockouts, stoppages or restraints of labor or other labor disturbances.

H-3.3 Hazardous Cargo. The transportation and handling of hazardous cargo for shipment shall be subject to Title 49 of the Code of Federal Regulations, Part 171 et seq. (49 CFR) and International Maritime Organization (IMO), the Dangerous Goods Code, in force at the time of shipment. The Carrier shall refuse to transport hazardous cargo, either by land or by ocean, which does not conform in all aspects to these regulations and any other applicable U.S.

governmental regulations. When the Carrier refuses to pick up a container based on non-compliance with appropriate regulations as stated herein, the Government shall reimburse the Carrier the actual linehaul/drayage charge for such container if the Carrier has made a futile trip in connection with such circumstances as a result of Government failure to comply with applicable hazardous cargo regulations.

H-3.4 Explosives. Explosives, except for small arms ammunition, are excluded from the scope of this contract and shall not be carried hereunder.

H-4 CARGO RECEIPT

Any receipt signed by or on behalf of the Master shall be without prejudice to the terms, conditions, and exceptions of this contract, and subject to all of them.

H-5 DESCRIPTION OF BARGE SERVICE

If the Carrier provides service via a barge system, the following applies:

H-5.1 Application of COGSA.

H-5.1.1 Period of Liability. The Carrier will be liable for cargo claims in accordance with the Carriage of Goods by Sea Act 46 USC 1300 et seq. (See Section H-28) from the time the cargo is loaded on the barge to the time the cargo is discharged from the barge.

H-5.1.2 Limitation of Shipowner's Liability. On any voyage, the Carrier will not invoke limitation of shipowner's liability under 46 USC 183 for aggregate losses or damages to cargo in barges to a value less than the limitation value of the tug(s) and barges at the time the voyage is completed.

H-5.1.3 Barge not a package. A barge will not be deemed to be a package within the meaning of the \$500 package limitation in Section 1304 of Title 46 of the United States Code.

H-5.2 Government Liability. The Government will not be liable for any damage sustained by a barge or tug while alongside a loading or discharging facility, except to the extent that it would be liable for such damage to an oceangoing vessel alongside such facility under the law and other terms of this contract.

H-5.3 Containerized Cargo. All containerized cargo in or on barges will be considered to be stowed underdeck.

H-5.3.1 Breakbulk Cargo. Cargo that is NOT containerized.

H-5.4 References. All reference in the contract to "vessel," "ship," or "barge" shall be deemed to be references to barge/tug except when the context precludes such reading.

H-6 DAMAGE

H-6.1 Loss of or Damage to Carrier Equipment. Should the container, chassis, or any other piece of Carrier equipment be damaged or lost by act of the Government, its agents, employees, or contractors while such Carrier equipment is in the custody of the Government, its agents, employees or contractors, the Government shall repair or reimburse the Carrier the least of the following: the reasonable costs of repairs; the fair market value immediately prior to the damage; or the depreciated value on the Carrier's books. The Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such damage or loss. The Government shall not be liable for the repair of any damage or loss under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned to the Carrier.

H-6.2 Damage to Carrier Vessel or Vessel Equipment. Should the vessel or its equipment be damaged by act, neglect or failure of equipment of the Government, its agents, employees, or contractors in loading or discharging

the vessel, the Government shall reimburse the Carrier the reasonable costs of repairs and the Carrier will assign to the Government any rights, causes of action, or other claims which the Carrier may have against third parties with respect to such repairs. In the event that any damage should occur to the vessel or its equipment as a result of the joint fault of the Carrier and the Government, payment for such damage shall be apportioned pro rata in accordance with the respective degrees of fault. The Government shall not be liable for the repair of any damage under this Section unless notice specifying such damage and the name(s) of the party or parties causing such damage shall have been given to and acknowledged by the Government or its authorized representative as soon as possible after the occurrence of such damage, or in any event before the vessel leaves the berth or anchorage where the damage occurred, and provided, further, that the Government shall not be liable for the repair of any damage under this Section if such damage is caused by a contractor of the Government unless demand first is made upon such contractor by the Carrier and payment therefor has been refused.

H-6.3 Loss of or Damage to Government Equipment. The Carrier shall be liable for loss of or damage to Government containers and chassis while in the Carrier's custody to the same extent that the Government is liable for loss or damage to the Carrier equipment while in the Government's custody. The Carrier will not procure insurance coverage on Government containers and will not be liable for any loss thereof under circumstances covered by the Carrier's war risk insurance on its own containers.

H-6.4 Damage Claims. Claims submitted under this Section for damage to Carrier equipment, vessel, or vessel equipment must be filed with Military Traffic Management Command, Office Of Judge Advocate, 200 Stovall Street, Room 12N67, Alexandria, VA 22332-0405.

H-7 GOVERNMENT FURNISHED CONTAINERS

H-7.1 From time to time the Government may book cargo for carriage in Government-owned or leased containers or may book carriage of empty Government owned or leased containers. The Carrier shall furnish any additional equipment, including chassis, necessary for the carriage of cargo in Government containers in accordance with this contract and the particular Shipping Orders. All clauses of this contract shall apply to the carriage of cargo in Government containers in the same manner that they apply to the carriage of cargo in the Carrier's containers.

H-7.2 Government Furnished Equipment (GFE) Returned from GTMO: On a space available basis, the Contractor shall return identified GFE, to the maximum extent possible, to its Jacksonville FL terminal for survey and redelivery to the appropriate leasing company. Returned GFE shall not be re-employed by the Contractor unless authorized by the PCO. The Contractor shall verify and sign for all GFE offered for movement at GTMO at the time of loading, and maintain a record of each piece of equipment returned to the Contractor's terminal facility and its disposition. Charges for shipment of GFE shall be in accordance with rates set forth in section B.

H-8 IMPROPER DOCUMENTATION

If the Government does not provide the Carrier with the correct container documentation at the time and location of Carrier acceptance, the Carrier may refuse to pickup or accept the container. If the Carrier refuses to accept a container because the Government has not provided proper documentation, the Government shall reimburse the Carrier for actual costs incurred if the Carrier has made a futile trip in connection with such circumstance. If the Carrier chooses to pick-up or accept the container, the Carrier shall provide the cognizant MTMC manifesting activity with all the missing receipt or lift data in order that the container can be completely identified for onward movement. This information must be provided within one (1) working day of receipt or lift, or earlier if necessary to meet the scheduled vessel sailing.

H-9 CONTAINERS SPOTTED BUT NOT USED

In the event the OO orders and the Carrier delivers an acceptable container which is subsequently released without utilization, the Government shall, nevertheless, reimburse the Carrier the actual cost incurred for spotting such container as though it had actually been used if the Carrier has made a futile trip.

H-10 FAILURE TO SPOT

H-10.1 Remedies. When the Carrier fails to spot an empty container by the designated delivery window, the Carrier shall be liable for the payment of liquidated damages in accordance with Section H-10.2. Further, if as a result there is not reasonable time to allow stuffing and release of the container in sufficient reasonable time to meet the scheduled sailing date of the vessel to which the container is booked, the Carrier shall be liable for the payment of liquidated damages. The Government shall also be entitled to cancel the booking of such cargo.

H-10.2 Liquidated Damages. Liquidated damages for failure to spot an empty container shall be equal to the detention charges as set forth in Section H-21.6. Any empty container spotted by the Carrier after the delivery window period specified shall result in Carrier liability for liquidated damages of one 24 hour period for that day and for each 24 hour period, or part thereof, from the time of failure to deliver until the spotting of the empty container. Further, the Carrier shall additionally be liable for liquidated damages from the time of completion of loading of the vessel to which the container was originally booked to the time of commencement of the Carrier's next scheduled vessel to the port of destination to which the container was originally booked if the cargo does not meet the original sail date in accordance with Section H-10.1. If the Government cancels the booking, the Carrier's liability for liquidated damages shall be limited to the period ending with cancellation.

H-10.3 Government Responsibility for Failure. Liquidated damages will not be assessed if the Carrier can establish: 1) that the inability to spot the container as agreed is the result of the Government's failure to unstuff and release an empty container to the Carrier within a reasonable time to meet the required spotting date; 2) that the carrier advised the OO of such inability at least seven days prior to the required spotting date; and 3) that the Carrier only accepted bookings which could reasonably be expected to be fulfilled.

H-11 OVERWEIGHT CONTAINERS

H-11.1 Notification. At the time of booking, the Carrier shall notify the OO if the maximum cargo weight which can be loaded into a container that is to be stuffed by the Government is less than the standard maximum cargo weight capacity for the container, and the reason therefor. Containers on which such restrictions are imposed shall not be used under this contract if unrestricted containers are available for the required service.

H-11.2 Cost Liabilities. If the Government stuffs a container with cargo weighing in excess of the container's standard maximum weight carrying capacity or in excess of any lesser weight of which it has been given notice under this Section, it shall remove, or pay the expenses of the Carrier in removing or handling the excess weight of cargo. All consequences or liabilities that may result from excessive weight of containers stuffed by the Carrier, shall be the responsibility of the Carrier. All fees or other costs incident to weighing containers shall be the responsibility of the Carrier.

H-11.3 Carriage of Overweight Containers. The Carrier shall not refuse to carry a container that weighs in excess of the local maximum weight allowed by U.S. Federal, state, or local governments if the container can be discharged from the vessel and the excess weight of cargo can be removed without violation of the applicable law, regulation, or ruling that established the maximum weight.

H-12 GOVERNMENT FAILURE TO TIMELY RELEASE CONTAINERS

H-12.1 Occurrence

When a container which has been positioned at a Government stuffing facility is not released by the Government within a reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked, thereby precluding the container from being loaded on the vessel, the Government shall have the alternatives set forth below. In no event will the Government be liable for vessel demurrage or dead freight as a result of failure to release a container in time to meet a specified vessel sailing.

H-12.2 Load on the Next Vessel. The Government may allow the Carrier to load the container on the next vessel scheduled to the booked port of debarkation and pay the Carrier detention charges set forth in Section H-21.6 from

the time of completion of loading of the vessel to which the container was originally booked to the time of the commencement of loading of the Carrier's next scheduled vessel to the port of debarkation to which the container is booked.

H-12.3 Move to Another Place for Shipping. The Government may order the Carrier to move the container to another place, including another Carrier's terminal. The Government shall bear all costs of such movement. The Government shall return the container to the Carrier at the port of debarkation and pay the detention rates for each day as set forth in Section H-21.6.

H-12.4 Unstuff the Container. The Government may order the Carrier to move the container to another place for unstuffing. The Government shall bear all costs of such movement and shall pay detention charges set forth in Section H-21.6 between the time of completion of loading of the vessel to which the container was booked and the release of the empty container.

H-13 CARRIER FAILURE TO LOAD CONTAINERS

H-13.1 Occurrence. When a stuffed container is released by the Government within reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked and the container is delayed, through fault of the Carrier, thereby precluding the container from being loaded on the vessel, the Government shall have the remedies set forth below.

H-13.2 Load on the Next Vessel. The Government may order the Carrier to load the container on the next vessel scheduled to the same port of debarkation and hold the Carrier liable for liquidated damages equal to detention charges from time of completion of loading of the vessel to which the container was originally booked to the time of completion of loading of the Carrier's next scheduled vessel to the port of debarkation to which the container is booked.

H-13.3 Move to Another Shipping Place. The Government may order the Carrier to move the container to another place, including another Carrier's terminal, and the Carrier shall bear all cost of such movement. The Government shall return the container to the Carrier at the port of debarkation. The Carrier shall be liable for liquidated damages equal to detention charges commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the vessel on which the container is loaded sails. The Carrier shall also be liable for freight, and any other expenses, paid by the Government for movement of the container over that freight which would have been paid to the Carrier if it had been loaded as originally booked.

H-13.4 Return the Cargo. The Government may elect to return the cargo, in which case the Carrier shall move the container to a place designated by the OO for unstuffing and shall bear all costs for such movement and unstuffing. The Government shall not be obligated to pay for use of the container. The Carrier shall be liable for liquidated damages in an amount equal to detention charges, commencing at the time of completion of loading of the vessel to which the container was originally booked and ending when the OO notifies the Carrier of this course of action.

H-14 NO FAULT FAILURE TO MEET SAILING

H-14.1 Occurrence. If a container stuffed with cargo misses the sailing for which it is scheduled due to no fault of the Government or the Carrier, or if that sailing is delayed more than 96 hours (48 hours for container stuffed with refrigerated or perishable cargo) beyond either the departure time scheduled when the container was ordered, or the time the stuffed container arrived at the Carrier's terminal, whichever is later, the Government shall have the right to require that the cargo so frustrated be returned to the Government. The Carrier shall inform the OO of all such delays.

H-14.2 Remedies. When the container is stuffed with refrigerated or other perishable cargo, the OO shall have the right to require that either the stuffed container or the cargo be returned for alternate transport and the Carrier shall make such a container available for inspection of its contents at reasonable times. When the container is stuffed with other than reefer or perishable cargo, the Carrier shall have the right to return either the stuffed container or the cargo to the Government.

H-14.3 Transport. The Government shall have the right to transport the container by any means of the Government's choice. When a stuffed container is returned to the Government, the Government shall pay for the use of the container and a chassis if required to transport the container, and for the actual cost of the removal of the container from the vessel and placement on the trailer, and for any services furnished by the Carrier, such as stuffing, or drayage/line-haul.

H-14.4 Return of Cargo Only. When only the cargo is returned to the Government, the Carrier shall bear all expenses of discharging the container from the vessel, transporting the cargo to the nearest Government terminal or other place directed by the OO that is not a further distance than the nearest Government terminal, and unstuffing the cargo from the container.

H-14.5 Exclusions. Nothing contained in the clauses of this Contract entitled "Scope of Voyage (Liberties)," "Exceptions," or "Strikes" shall limit the Government's right under this clause. Nothing in this paragraph shall be construed to limit any right the Government may have for the recovery of any payment made under the provisions of this paragraph.

H-15 STORAGE CHARGES

When the Carrier fails to pick-up a container from the Government facility within the time period specified in Section C-2.4, the Carrier shall be liable for payment of storage charges computed at the detention rates set forth in Section H-21.6 for each 24-hour period, or pro-rata for part thereof, from expiration of the time described in Section C-2.4.

H-16 COMMENCEMENT OF DELIVERY TRANSPORTATION

When the Carrier fails to commence inland delivery transportation within the specified time period, the Carrier shall be liable for payment of liquidated damages, computed at the rates for detention charges set forth in Section H-21.6 for each 24-hour period, or pro-rata for part thereof, in excess of the time period specified in Section C-2.6, excluding time lost due to delay in commencing delivery pursuant to a request by the OO, labor disturbances, or fault or failure of the Government.

H-17 FOREIGN FLAG VESSELS

No foreign flag vessel will be used for any portion of the carriage between the ports of loading and discharge unless the use of such vessel has been disclosed to and approved by the Director of JTMO or his designee prior to booking, or unless delivery to the port of discharge on the U.S. flag vessel scheduled to carry the container to the port is prevented by a casualty to the vessel that precludes its call at the port of discharge within a reasonable time and the Director of JTMO or his designee has approved transshipment to the foreign flag vessel. No freight shall be due for any transportation wholly or partially on a foreign flag vessel in violation of this paragraph.

H-18. TRANSSHIPMENT OR RELAY

H-18.1 Policy. The Carrier warrants that it will not transship cargo, containerized or breakbulk, unless it has received written permission from the COR at the time of booking to relay or transship the cargo. The Carrier's request for permission shall include notice of the extent to which it will transship or relay the cargo between vessels (whether its own or other Carriers') and of the flag of the vessels involved. Transshipped or relayed cargo will be loaded aboard the first available vessel sailing from the port of transshipment or relay. The MTMC representative at the port of transshipment or relay will be furnished the name of the vessel and/or Carrier and estimated time of arrival at destination.

H-18.2 Notification of Arrival. When delivery of cargo is made by a transshipment or relay vessel, the Carrier will notify the COR of the impending arrival of the cargo at the port of final destination, and will include in such notification, the name, estimated time of arrival, and flag or registry of the ship in which it will arrive; the Carrier's name, the ship and voyage document number to which the cargo was originally manifested; the container number, if applicable; and the names and flags of registry of any ship utilized for intermediate transshipment or relay.

H-19 TRANSFER OF CONTAINERIZED CARGO

The Carrier shall not transfer cargo from one container to another without the written authorization of the OO, except when such transfer is required to safeguard the cargo during the continuation of the movement. When cargo is transferred from the original container, the Carrier shall immediately notify the MTMC activities having cognizance over the loading and discharge ports. Such notice shall contain the serial number and seal number of the original container, and of the container to which cargo was transferred, the place where the transfer occurred and the reason for the transfer. When the container to which the cargo was transferred differs in internal cubic capacity from the original container, freight shall be based upon the cubic capacity of the original container.

H-20 TIME

H-20.1 Free Time Allowed. The total amount of free time in CONUS will be five working days. In Guantanamo Bay, total free time shall be ten working days or the time between delivery of a container and arrival of the Carrier's next vessel, whichever is longer.

H-20.2 Commencement of Free Time. Time shall commence to run at 0002 hours local time after the container is physically tendered for delivery.

H-20.3 Running of Time. Time shall run during any period when clearance by local government agencies is delayed due to the non-availability of documents required for such clearances which are furnished by the Government, provided, that the container is otherwise ready for line-haul/drayage and the OO has been notified of the unavailability of such documents. Time shall run during the period of delay prior to commencement of inland delivery when such delay is requested by the Government.

H-20.4 No Running of Time. Time shall not run during any Saturday, Sunday, or locally observed holiday at the place the container is located. Time shall not run during any period containers are held due to local labor disturbances.

H-20.5 Cessation of Time. Time shall cease to run at 2400 hours on the day the Carrier is notified that the container is released or when the container is returned to the Carrier, whichever is earlier.

H-21 DETENTION

H-21.1 Incurrence. In the event the Government holds the Carrier's container longer than the free time allowed, the Government shall pay detention charges as set forth in Section H-21.6

H-21.2 Computation of Detention. Detention charges will be paid at the rates set forth in Section H-21.6 for each 24 hour period of time, or pro-rata for part thereof, beyond the total allowed free time that the containers are held by the Government. Rates are expressed in dollars and cents and apply for containers with or without chassis.

H-21.3 Refrigerated Containers. When Government caused delay of a refrigerated container results in payment of detention, the Carrier shall be reimbursed for fuel consumed during the detention period.

H-21.4 Detention Invoices. Detention invoices must be submitted to the COR no later than six (6) months from the date the empty container is returned to the Carrier. Detention invoices received for payment after that time will not be certified for payment and the Carrier waives any right to payment thereafter.

H-21.5 Chassis Detention. When Government owned or leased chassis are not provided for carriage of Government owned or leased containers, and the carrier must furnish its own chassis, the carrier's chassis will be subject to the same detention and free time provisions as prescribed in Sections H-20 and H-21. When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is being used

solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified in Section H-21.6.

H-21.6 Container Detention Charges

THE FOLLOWING CHARGES ARE FOR EACH 24-HOUR PERIOD OR PART THEREOF

A. DRY CARGO CONTAINER WITH OR WITHOUT CHASSIS (includes closed containers, open top containers, flat racks & car carriers)	CHARGE
- 20' and over	\$ 9.00
- 40' and over	\$12.00
B. REFRIGERATED CONTAINER & TANK CONTAINER	
- 20' and over	\$50.00
- 40' and over	\$60.00
C. CHASSIS (Only applies for use with Government owned or leased containers) (See H-21.5) - 20' and over	\$ 9.00
- 40' and over	\$12.00
D. STORAGE CHARGES FOR POV'S HELD LONGER THAN 21 DAYS each vehicle	\$ 5.00

H-22 USE OF GOVERNMENT TERMINALS

The Carrier shall pay the Government, represented by the agency operating the terminal, for any services or materials provided at a Government terminal in accordance with the rates established by that agency.

H-23 CUSTOM OF THE TRADE

Wherever the standard of performance by either party is not provided under the provisions of these Basic Terms, the "Custom of the Trade" shall be used as a standard of performance. This phrase shall mean the established practice generally accepted by the trucking, rail, marine shipping industries for cargo transportation service in the geographic area where such services are performed.

H-24 SECURITY

If the Government notifies the Carrier that the employment or the continued employment of the Master or any member of the crew is prejudicial to the interests or endangers the security of the United States of America, the Carrier shall make any changes necessary in the appointment(s). All actual verifiable costs incurred and invoiced by the Carrier occasioned by such changes shall be reimbursed by the Government.

H-25 SAFETY IN LOADING AND DISCHARGING OF CARGO

The Carrier shall comply with all applicable provisions of Public Law 91-596.84 Stat. 1590 (approved December 29, 1970) known as the Occupational Safety and Health Act of 1970 (29 USC 655, ex. seq.) and with the standards

promulgated thereunder by the Secretary of Labor for Safety in loading and discharging of cargo. **Note:** The OSHA responsibility of Department of Defense Contractors is set forth in Defense Acquisition Circular 76-1 (30 Aug 1976), Item XXIII.

H-26 POSITION REPORTS

When specifically requested by the PCO or the COR, the Carrier shall furnish the vessel's daily 6 a.m. positions.

H-27 WAR RISK

H-27.1 Reimbursement.

H-27.1.1 Normal Port Calls: In the event it is necessary for the vessel's owners to pay premia to extend the coverage of crew, hull and machinery, and protection and indemnity insurance and insurance covering the loss and damage of containers while aboard the vessel to include war risks in excess of premia on such war risk coverage on the date the Carrier's rates were submitted under this contract, or to pay crew war risk bonuses as a result of the vessel entering a war risk area, the Government shall reimburse the Carrier for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of JTMO which is loaded or discharged at ports within the war risk area and the total cargo aboard the vessel which is loaded or discharged at ports within the war risk area.

H-27.1.2 Government Requested Port Calls: In the event the vessel calls at port within a war risk area solely for the purpose of loading or discharging cargo for JTMO, the Government will reimburse the Carrier for all such excess premia and bonus payments and for the extra cost of cargo war risk insurance premia on commercial cargo aboard the vessel at the time of entry into the war risk area.

H-27.2 Limitation of Government Liability. No payments shall be due from the Government under this clause unless and until the Carrier shall also assess such costs against commercial cargo loaded or discharged in the war risk areas.

H-27.3 Government as Additional Assured. The Carrier agrees to add the United States Government as an additional assured with waiver of subrogation noted on its war risk policy obtained by the Carrier and for which the Government has agreed to reimburse the extra premium under this section. The Carrier shall submit an invoice, with adequate backup, for payment.

H-28 APPLICATION OF COGSA

H-28.1 Incorporation: The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 1300-1315 is incorporated into this contract and shall apply to the ocean transportation of all goods (including goods in containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein; provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the Carrier or as to the period within which claim therefor shall be made or suit instituted.

H-28.2 Liability: For the purpose of interpreting Section 4 of COGSA "Limitation of Liability," for all cargo, the limitation of liability set out in Section 4 of COGSA shall apply to each package, and for cargo not in packages to each measurement ton of cargo within the container. The carriage of cargo under any Shipping Order issued pursuant to this contract shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of COGSA; and nothing in this contract is intended to relieve the Carrier or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by COGSA or to lessen such liability otherwise than as provided therein. The Carrier shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this contract between any inland origin and the vessel's side and between the vessel's side and any inland destination.

H-29 SCOPE OF VOYAGE (LIBERTIES)

H-29.1 Determination of the Master: In any situation, whatsoever or where so ever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or Master of the vessel is likely to give rise to capture, seizure, detention, damage, delay, or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge, or to give rise to delay or difficulty in arriving, discharging, or leaving the port of discharge or the usual place of discharge in such port, the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the Government's goods may, upon notification to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or retain the goods on board until the return trip or until such other time as is deemed mutually advisable. The Master's notice to the Contracting Officer shall include, but may not be limited to, the planned port of discharge of the cargo and any measures planned to protect the cargo.

H-29.2 Contracting Officer's Direction: If the PCO determines that the planned disposition of the cargo is not in the Government's best interest, the Carrier shall comply with the PCO's direction to the Carrier to divert the cargo to a port of the Government's choice and to make any other arrangements for the cargo the PCO deems necessary to protect the Government's interest.

H-29.3 Equitable Adjustment. The Carrier may be entitled to an equitable adjustment to the Contract for actions taken pursuant to hereto. However, for any services rendered without prior notice to and with the consent of the PCO, the Carrier shall not be entitled to an equitable adjustment and in no such case shall freight be payable until the goods are delivered to the named destination on the Shipping Order.

H-29.4 Responsibility. In any event, the Carrier shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent.

H-29.5 Compliance with Government Direction. The Carrier, the Master, and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

H-30 EXCEPTION

An act of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose saving life and property, to tow or to be towed, to sail with or without pilots, or to go into dry dock or into ways with or without cargo on board. However, in no case shall the Carrier be entitled to extra compensation for such a deviation and the Carrier shall not be relieved of responsibility for delivery of cargo to its original destination.

H-31 STRIKES

H-31.1 Loading Port. In the event the vessel or loading of the vessel is delayed by reason of strike or stoppage of work, the Carrier reserves the right at the loading port to dispatch the vessel with such portion of the cargo as may then be on board, or if no Government cargo is on board, to delay or cancel the voyage.

H-31.2 Discharge Port. In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the carrier must contact the COR, OO, or PCO to receive instructions for disposal of cargo. If the Carrier is unable to contact either party, the Carrier reserves the right to discharge the cargo at discharge port.

H-32 AMENDED JASON CLAUSE

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a sailing vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if such sailing vessel or vessels belonged to strangers.

H-33 GENERAL AVERAGE

General Average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended to the date of this contract, at such port or place in the United States as may be selected by the Carrier, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

H-34 LIENS

(1) Seizure of Cargo: The Contractor agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this contract. The Carrier further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The Contractor agrees to insert this clause in all subcontracts at any tier and to expand any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

(2) Freight: There shall be no liens, including maritime liens, asserted on any freights payable by the Government under this bill of lading. The carrier agrees to insert this clause in all subcontracts at any tier and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

H-35 EQUIPMENT INTERCHANGE

The Government may require that a loaded container belonging to the Carrier be lifted by another carrier. If so directed by the OO, in writing, the Carrier shall freely interchange the container to another carrier designated by the OO. The Carrier shall offer to the lifting carrier its standard interchange agreement. The Carrier shall charge the lifting carrier no more than the most favorable lease rate appearing in the Carrier's Master Lease Agreement.

H-36 VESSEL SUBSTITUTION

The owner may, at any time, propose to substitute a vessel or vessels for that purpose or contracted for, which nominated vessel or vessels shall conform to the requirements of this solicitation. Such proposal or proposals shall be subject to the PCO's sole discretion and approval.

H-37 GOVERNMENT USE OF CARRIER EQUIPMENT (LEASING)

Upon request of the OO the carrier shall furnish containers, flatcars, and chassis, and in the case of non self-sustaining refrigerated containers, also a generator set, for use in connection with land and ocean transportation of Government cargo arranged under this contract. The Carrier shall be paid at the equipment leasing rates set forth below for equipment leased under this provision. Equipment so leased may be transported aboard any vessel designated by the government and may be transported inland by any means available to the Government. Unless otherwise agreed, Carrier equipment leased by the Government shall be returned by the Government to the place where such equipment was originally received from the Carrier. A Shipping Order shall be issued to reflect each

lease of equipment. The Shipping Order shall set forth the number, size, and appropriate identification information of such Carrier equipment, the estimated duration of lease, and place of return. The Carrier shall be paid for each twenty four hour period or part thereof, Saturdays, Sundays, and holidays included, for the period between the time the equipment is received or ordered from the Carrier, whichever is later, until the time the equipment is returned to the Carrier.

CONTAINER LEASING RATES**PER DAY**

A. DRY CARGO	
(Includes closed containers and open top containers)	
20 FT and over	\$4.50
40 FT and over	\$6.00
B. REFRIGERATED	
20 FT and over	\$25.00
40 FT and over	\$35.00
C. CHASSIS	
20 FT and over	\$5.00
40 FT and over	\$6.00
D. FLATRACK/FLATCAR	
20 FT and over	\$9.00
40 FT and over	\$16.00
E. TANK CONTAINERS	
20 FT and over	\$20.00
40 FT and over	\$25.00

H-38 EXCEPTED CATEGORY CARGO

Excepted category cargoes are listed below. Pursuant to the Changes Clause (FAR 52.243-1 Alt IV), rates for their carriage may be negotiated by the PCO prior to booking. Any contract modification negotiated under this section shall also include any specific terms and conditions applicable to the handling and the stowage. Cargo categories not excepted below and for which specific rates do not appear herein, shall be carried at the applicable General Cargo rate.

- Aircraft
- Oversize Cargo
- Boats (Over 40' in length)
- Weight Cargo
- Bulk Cargo

SECTION I Contract Clauses**CLAUSES INCORPORATED BY REFERENCE:**

252.242-7000	Postaward Conference	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.201-7000	Contracting Officer's Representative	DEC 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt IV	Changes--Fixed-Price (Aug 1987) - Alternate IV	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.233-3	Protest After Award	AUG 1996
52.233-1	Disputes	DEC 1998
52.232-25	Prompt Payment	JUN 1997
52.232-23	Assignment Of Claims	JAN 1986
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-17	Interest	JUN 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-6	Drug Free Workplace	JAN 1997
52.223-2	Clean Air And Water	APR 1984
52.222-26	Equal Opportunity	FEB 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.204-2	Security Requirements	AUG 1996
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-3	Gratuities	APR 1984
52.202-1	Definitions	OCT 1995
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21 Alt IV	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV	OCT 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
252.204-7004	Required Central Contractor Registration	MAR 2000

252.215-7000	Pricing Adjustments	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.232-11	Extras	APR 1984
52.222-3	Convict Labor (Aug. 1996)	(Aug. 1996)
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.247-2	Permits, Authorities, or Franchises	JAN 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-64	Preference for Privately Owned US Flag Commercial Carriers	JUN 2000
52.249-8 ALT I	Default (Fixed Price Supply & Service ALT I)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.247-7025	Reflagging or Repair Work	MAY 1995
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 January 2002 and any extensions thereof.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 April 2001 through 31 March 2002 for the One Year Firm Period, from 01 April 2002 to 31 March 2003, if the 1st One Year Option Period is exercised, and from 01 April 2003 through 31 March 2004 if the Second One year Option Period is extended.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the total vessel capacity;

(2) Any order for a combination of items in excess of the total vessel capacity; or

(3) A series of orders from the same ordering office within **2** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2** days after

issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>.

252.247-7011 PERIOD OF CONTRACT. (DEC 1991)

(a) The period of this contract is One Year Firm and two One Year Option Periods, commencing 01 March 2001 through 31 March 2004 if both Option Periods are exercised. Any work ordered before, and not completed by the expiration date shall be governed by the terms of this contract.

(b) The Government will not place new orders under this contract that require that performance commence more than 15 days after the expiration date.

(c) The Government may place orders required for the completion of services (for shipments in the Contractor's possession) for 180 days past the expiration date.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

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SECTION J - LIST OF ATTACHMENTS

J-1 CONTRACT ATTACHMENTS

Attachment 1 - Clearance Order/Shipping Order (JTMO Form 4612-1)

Attachment 2 - Standard Billing Instructions (JTMO Form 4280-5)

Attachment 3 - Average Internal Container Cubic Capacities

Attachment 4 - Cargo Tonnage Projection

Attachment 5 - Performance Requirements Summary

J-2 SOLICITATION ATTACHMENTS

Attachment RFP-1 - Automated Carrier Interface System

Attachment RFP-2 - Description of Ship Types (JTMO Form 4280/3B)

Attachment RFP-3 - Container Types and Capacities (JTMO Form 4280/3D)

Attachment RFP-4 - Participating Inland Carriers (JTMO Form 4280/17)

ATTACHMENT - 2

JTMO SHIPPING/CONTAINER AGREEMENT - STANDARD BILLING INSTRUCTIONS - INVOICE

CARRIER					INVOICE NO.					
1. SHIPPING ORDER NO.					2. CONTRACT NO.*					
3. SHIP NAME					VOYAGE DOCUMENT NO.					
4. SAILING DATE 5. PORT OF LOADING 6. PORT OF DISCHARGE 7. ROUTE INDEX & ZONE*	NUMBER OF CONTAINERS**	INTERNAL CUBIC CAPACITY EACH CONTAINER	8. INITIAL ORIGIN	9. ULTIMATE DESTINATI ON	10. TYPE SERVICE OR CHARGE	11. UNIT OF MEASURE	12 CARGO CATEGOR Y*	13. QUANTITY (In terms of unit of measure)	14. APPLICABLE RATE PER EACH UNIT OF MEASURE*	15. AMOUNT BILLED

*From MTMC Shipping/Container Agreement Rate Guide
**Indicate container serial numbers by use of footnotes or by attaching a separate page

ATTACHMENT 3 - CONTAINER INTERNAL CUBIC CAPACITIES

Container Type	L x W x H	Avg Meas Tons
20 Foot Dry (Low Cube)	20' x 8' x 8'	27
20 Foot Dry	20' x 8' x 8'6"	29
40 Foot Dry	40' x 8' x 8'6"	59
40 Foot Dry (Hi Cube)	40' x 8' x 9'6"	67
45 Foot Dry	45' x 8' x 9'6"	75
40 Foot Refrigerated	40' x 8' x 8'6"	50
40 Foot Reefer (Hi Cube)	40' x 8' x 9'6"	59

Attachment 4 – Cargo Projections

Except as noted, the figures below represents a two (2) year projection expressed in containers for each category of cargo. Divide each category by 2 for the one year projection. This projection is provided for informational purposes only and is not a commitment on part of the Government to ship any specific amount of cargo.

LOCATION	PROJECTION
Jacksonville, FL to GTMO	
40 Foot Dry Container	1,030
20 Foot Dry Container	140
40 Foot Refrigerated Container	82
40 Controlled Atmosphere	52
20 Foot Tank Container	24
Carrier's Terminal Jacksonville, FL to GTMO	
40 Foot Dry Container	1,212
20 Foot Dry Container	72
Vehicles	1,020 MT
Breakbulk	510 MT
40 Foot Refrigerated Container	274
Norfolk, VA Zone 1 to GTMO	
40 Foot Dry Container	1,686
20 Foot Dry Container	180
40 Foot Refrigerated Container	14
Vehicles	1,224 MT
Norfolk, VA Zone 2 to GTMO	
40 Foot Dry Container	12
20 Foot Dry Container	4
40 Foot Refrigerated Container	8
Vehicles	120 MT
Carrier's Terminal, Norfolk, VA	
40 Foot Dry Container	32
20 Foot Dry Container	4
Vehicles	184 MT
Breakbulk	412 MT
40 Foot Refrigerated Container	8
Ocoee, FL to GTMO	
40 Foot Dry Container	60
20 Foot Dry Container	4
40 Foot Refrigerated Container	84
Valdosta, GA to GTMO	
40 Foot Dry Container	24
40 Foot Reefer Container	24
GTMO to Jacksonville, FL	
40 Foot Dry Container	1,256
20 Foot Dry Container	68
Vehicles	1,084 MT
GTMO to Carrier's Terminal, Jacksonville, FL	
Vehicles	1,084 MT
Breakbulk	13,184 MT
GTMO to Norfolk Zone 1	
40 Foot Dry Container	624
20 Foot Dry Container	60
Vehicles	132 MT
GTMO to Carrier's Terminal, Norfolk, VA	
Vehicles	1,424 MT
Breakbulk	452

Ancillary Services

Stuffing	3,600 measurement tons per year
Stripping	3,600 measurement tons per year
Respot	480 moves per year
POV Processing	288 POV's per year

1. Carrier shall maintain a fixed day service sailing from the last CONUS port on alternate Wednesdays after 1800 hours local time, arriving NAVSTA GTMO the following Tuesday NLT 1800 hours local time or on an earlier fixed day by mutual agreement of Contractor and Contracting Officer. Service to AVSTA GTMO every 14 days shall begin on the second Wednesday after effective date of the contract commencement.	C-1.1	100% performance	COR will review each sailing for the purpose of determining maintenance of scheduled service within the prescribed interval.	Require explanation and corrective action for each failure. Assess liquidated damages IAW F-3 for each validated failure.
2. Maximum southbound transit shall not exceed 6 days from the last CONUS port of call. Transit from NAVSTA GTMO to CONUS will not exceed 11 days from the day vessel departs NAVSTA GTMO.	C-1.1	100% performance	COR will review each sailing for the purpose of determining maintenance of scheduled service within the prescribed transit times.	Require explanation and corrective action for each failure. Assess liquidated damages IAW F-3 for each validated failure.
3. The minimum space available to the Government for each inbound and outbound sailing, shall be no less 100 FEUs, of which 20 spaces must be capable of accepting 40' refrigerated containers. Each of the 40' spaces offered must be able to accommodate two, 20' containers or the vessel(s) must have additional space to accommodate the 20' container shortfall.	C-1.1	No deviation	COR/OO will compare booking with Carriers minimum obligation.	Document shortfalls and provide report to PCO.
4. Carrier shall furnish a clean, empty, odor-free container on a chassis and shall make flatracks available under the same conditions as the Carrier's container service.	C-2.1	3% deviation of containers/ flatracks booked by Carrier on a monthly basis or 10% of containers for any individual booking.	Shipper complaint	Reject unacceptable container and request replacement, or accept container and submit claim to OO to recover expense incurred for cleaning container. Permit Carrier opportunity to clean an unacceptable container.
5. POVs shall be returned in the same condition of cleanliness as received.	C-2.2.4	No deviation	Customer complaint	Submit claim for any loss or damage to the POV. Require Carrier to wash any POVs not meeting the clean criteria. Require explanation and corrective action.
6. Carrier shall spot empty container within a delivery window of not later than or prior to 1 hour of the time stated in the OO notice.	C-2.3	3% deviation of containers booked per voyage or 5% for any specific booking.	Shipper complaint	Require explanation and corrective action.

7. Carrier shall pickup/ remove a stuffed containers from Gov't facility within 24 hours, commencing at 0800 hours on the day following receipt of notification that the container is ready for pickup unless waived by the Ordering Officer.	C-2.4	3% deviation per booking. However, no deviation is permitted for containers that miss a booked voyage due to late pickup, unless a rollover had prior approval of COR.	Shipper complaint	Require explanation and corrective action.
8. Carrier must remove empty containers from Gov't facility with 72 hours commencing at 0800 hours on the day following receipt of notification that the container is ready for pickup unless waived by the Ordering Officer.	C-2.4	No deviation	Consignee complaint	Assess storage charges IAW H-15. Require explanation and corrective action.
9. Carrier shall contact the Consignee to establish a delivery time prior to delivery.	C-2.6	1 complaint per sailing.	Consignee complaint	Refuse delivery and reschedule.
10. Carrier shall commence inland transportation of dry cargo containers within two working days and refrigerated or mail containers within one working day after the container has been discharged from the vessel, or after customs clearance, whichever occurs later.	C-2.6	5% deviation of containers per voyage. All containers must commence line-haul or drayage NLT one (1) working day following the required service.	Complaint by terminal activity.	Require explanation and corrective action.
11. Self-sustaining reefer containers will be furnished in good working order and delivered to the stuffing activity precooled to the intransit temperature specified by the Gov't.	C-2.7.1	No deviation	100% inspection/Shipper complaint	Reject unacceptable container and request replacement at discretion of COR. Require explanation and corrective action.
12. Internal temperature of self- sustaining reefer containers shall be maintained at an internal temperature within 5 degrees Fahrenheit of the specified intransit temperature from time of initial stuffing until unstuffed at final destination.	C-2.7.1	No deviation	Consignee complaint	Submit claim for any loss occurring due to reefer failure. Require explanation and corrective action.

13. Carrier shall furnish two operable continuous temperature recording instruments (to include at least one interior Ryan type recorder or equivalent and one exterior recorder), in each refrigerated container ordered. These instruments shall measure and record in legible manner any variation in temperature of one degree Fahrenheit or more inside the container during the time it is stuffed with cargo.	C-2.7.3	No deviation	100% inspection/ Shipper complaint	Reject unacceptable container and request replacement. Require explanation and corrective action.
14. Carrier shall make available for inspection by the receiving activity the original printed record or records of the temperature maintained during transit of refrigerated containers from origin to destination.	C-2.7.3	No deviation	Consignee complaint	Require explanation and corrective action.
15. Carrier shall provide both the cognizant MTMC activity and the activity responsible for cargo documentation for the port of embarkation the following information within 4 working hours after a container is received: a. Carrier name b. Port of loading c. Date container received at port d. Container number with ALFA prefix e. TCN f. Seal and/or keyless lock number	C-4.2.1	3% of containers per voyage, provided later than 4 hours but all provided NLT lift.	Complaint by manifesting activity.	Require explanation and corrective action.
16. Carrier shall provide container lift information within 8 hours after vessel departure which shall include: a. Name of vessel and voyage document number b. Container number with ALFA prefix c. TCN d. Port of discharge e. Final destination f. General description of container contents g. Seal and/or keyless lock number	C-4.2.3	100% performance unless waived by manifesting activity on a case-by-case basis.	Complaint by manifesting activity.	Require explanation and corrective action.

17. Carrier shall notify the COR with a complete report if a seal on any container has been broken and/or replaced while in the Carrier's custody.	C-4.2.4	No deviation	Carrier/Consignee/ Terminal complaint.	Require explanation and corrective action.
18. Carrier shall provide both the cognizant MTMC activity and military port activity responsible for cargo documentation for the port of loading a list of containers, by container number and TCN, which were booked but not loaded, or loaded but not booked, and the reasons why the containers missed their appropriate scheduled sailing.	C-4.2.5	100% performance unless waived by the cognizant COR on a case-by-case basis.	100% inspection of Carrier lift reports with Shipping Orders/Clearance Orders and military manifests.	Require explanation and corrective action.
19. Carrier shall provide either NAVSTA GTMO Shipping and Receiving or the MTMC activity having cognizance over each port where containers are discharged with certain information concerning container discharge. This information will be provided as soon as practicable after discharge, but NLT 1 day prior to either the commencement of drayage /line-haul or availability for drayage/line-haul and shall include the following: a. Name and voyage # of vessel making delivery b. Name and voyage # of original carrying vessel if transshipped c. Date and time the container is discharged.	C-4.3	3% of containers per voyage.	100% inspection of vessels manifests against Carrier notifications.	Contact Carrier and request container discharge data. Require explanation and corrective action.
d. Date, time, and mode of commencement of drayage or line-haul from discharge port to inland destination, container number, and Consignee.	C-4.3	3% of containers per voyage.	100% inspection of vessels manifests against Carrier notifications.	Contact Carrier and request container discharge data. Require explanation and corrective action.

20. Carrier shall provide an updated sailing and arrival schedule to the PCO, COR and the Supply Officer of NAVSTA GTMO, every 30 days for the upcoming 60 days. Any changes to the schedule shall be reported within 7 days of the next scheduled port call. Any slippage's in scheduled sailing date/ arrival times by more than 6 hours must be reported to the COR and the Supply Officer of NAVSTA GTMO immediately.	C-4.4	No deviation	100% inspection of Carrier vessel schedules.	Request updated schedules.
21. Carrier shall maintain ACI/EDI capability for cargo offering/booking and receipt/lift data on fully integrated level, which must be available on the effective date of this contract.	C-5	No deviation	COR complaint to the PCO.	Require explanation and corrective action.
22. Within sixty (60) days of the effective date of this contract, containers shall be clearly marked to indicate the name of the Carrier in letters not less than 3 inches in height affixed to each end of the container.	D-1	3 complaints per sailing.	Shipper/Stuffing activity complaint	Reject containers not in compliance and request replacement. Require explanation and corrective action.
23. Carrier shall not furnish a container of a different type or cubic capacity than that originally ordered without the written consent of the Ordering Officer.	G-3	No deviation	Shipper/Stuffing Activity complaint	Reject container and request replacement. Require explanation and corrective action.
24. Shippers shall provide the ocean Carrier with correct detailed documentation for all containers at the time containers are released or delivered into Carrier custody. For these purposes, detailed documentation is the Transportation Control Movement Document (DD Form 1384) and the Dangerous Cargo Manifest/Load List (MT Form 225-R or equivalent). Exterior placards on containers for hazardous cargo must conform to the requirements of IMDG Code and Title 49 CFR.	H-8	3 complaints per Shipper on a monthly basis for missing documentation (exclusive of hazardous cargo shipments). No deviations are permitted for containers with hazardous cargo.	Carrier complaint	Carrier can refuse to pickup container. Government is liable for futile trip. Provide regular reports to Shippers with repetitive failures.

25. If the Carrier chooses to pickup or accept the container without the documentation, the Carrier shall provide the cognizant MTMC Manifesting Activity with all the missing receipt or lift data in order that the container can be completely identified for onward movement. This information must be provided within one (1) working day of receipt or lift, or earlier if necessary to meet the scheduled vessel sailing.	H-8	No deviation	Complaint by manifesting activity.	Require explanation and corrective action by Carrier.
26. Government shall release or deliver into the custody of the Carrier containers within sufficient reasonable time to meet the scheduled sailing time and date of the Carrier's vessel to which it is booked.	H-12.1	3% or more of containers per booking, or repetitive failures on 3 consecutive sailing's or 3% for a quarter.	100% reconciliation of containers booked vs lifted.	Government shall have the following options: permit the rollover of container(s), or order the container(s) moved to another place for shipping, or order the container(s) unstuffed. Government shall not be liable for vessel demurrage or dead freight.
27. Carrier shall lift containers to booked vessel.	H-13.1	100% unless rollover authorized by COR.	100% reconciliation of booking with ocean Carrier receipt data and military ocean manifest.	Government shall have the following options: Permit the rollover of container(s), order the container(s) moved to another place for shipping, or order the container(s) unstuffed.
28. Carrier shall obtain written permission from the Ordering Officer at the time of booking in order to transship or relay cargo (containerized or break-bulk).	H-18.1	No deviation	Carrier complaint	Require explanation and corrective action.
29. Carrier shall not transfer cargo from one container to another without the written authorization of the OO, except when such transfer is required to safeguard the cargo during the continuation of the movement.	H-19	No deviation	Report by manifesting activity.	Require explanation and corrective action.
30. The total amount of free time in CONUS will be five working days. In GTMO, total free time shall be ten working days or the time between delivery of a container and arrival of the Carrier's next vessel, whichever is longer.	H-20.1	No deviation	Carrier invoice for detention.	Verify/certify Carrier invoices.

31. Carrier shall submitted detention invoices to the COR no later than 6 months from the date the empty container is returned to the Carrier.	H-21.4	No deviation	100% reconciliation of Carrier invoices.	Reject Carrier invoices for detention.
32. Government may require that a loaded container belonging to the Carrier be lifted by another Carrier. If so directed by the Ordering Officer, in writing, the Carrier shall freely interchange the container to another Carrier designated by the Ordering Officer to lift the container.	H-35	100% performance	OCCA complaint	Immediate notification of PCO.

ATTACHMENT RFP-1 - AUTOMATED CARRIER INTERFACE SYSTEM

The following description and estimated cost of hardware and software required for use with the ACI system is provided for information purposes only.

<u>Item</u>	<u>Estimated cost</u>
Hardware	
80386 (16 MHz minimum) microcomputer	\$1,200.00
80 MB hard drive (recommended)	
4 MB RAM	
5.25" high density floppy drive	
3.5" high density floppy drive	
1 Parallel, 2 Serial Ports	
Monochrome Monitor	
Keyboard	
2400 BPS (Hayes compatible)	
Modem and cable	\$ 100.00
180 CPS (Epson/IBM compatible)	
24 pin printer	\$ 200.00
Software	\$4,000.00
EDIA/TDCC Translation software (including the following translation sets: 300, 301, 303, 304, 309, 310, 313, 315, one year maintenance/upgrades) - available from commercial sources.	
Connection to VAN	\$ 500.00
TOTAL:	\$6,000.00

Please be advised that the costs above are estimates only based on historical data on ACI implementation and microcomputer hardware and software vendors. These costs relate only to a stand alone microcomputer implementation of ACI. Other costs may apply to both mainframe and minicomputer ACI implementations.

ATTACHMENT RFP-2 DESCRIPTION OF SHIP TYPES (JTMO FORM 4280/3B) IS AVAILABLE UPON REQUEST VIA EMAIL TO CAROLYN CORRIA AT: corriac@mtmc.army.mil.

ATTACHMENT RFP-3 CONTAINER TYPES AND CAPACITIES (JTMO FORM 4280/3D)

SECTION I		
LENGTH: <div> <input type="checkbox"/> 20 FOOT CONTAINERS <input type="checkbox"/> 40 FOOT CONTAINERS </div> <div> <input type="checkbox"/> 24 FOOT CONTAINERS <input type="checkbox"/> 45 FOOT CONTAINERS </div>		NAME OF CARRIER: RFP-

SECTION II

[illegible]

ATTACHMENT RFP-4 PARTICIPATING INLAND CARRIERS (JTMO FORM 4280/17)

CARRIER

In accordance with SECTION C-7.b.(2) of the Container Agreement, the Carrier warrants that it has made arrangements with the following inland Carriers to perform line-haul service between the Carrier's port terminals and places within the United States and its possessions for which the Carrier offers rates for line-haul service in SECTION B of the Container Agreement. the Carrier offers rates for line-haul service in SECTION B of the Container Agreement

[illegible]

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.215-6	Place of Performance	OCT 1997
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991

CLAUSES INCORPORATED BY FULL TEXT

PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address) City, State, County, Zip Code	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

CERTIFICATION OF NON-CONDITIONAL OFFER

The Carrier warrants that the offer submitted in response to this RFP, has no conditions assigned to it with regards to rates, service, or other substantial requirements set forth in this solicitation.

Carrier: _____

By: _____

Title: _____

VOLUNTARY INTERMODAL SEALIFT AGREEMENT (VISA)

(Check the appropriate box)

[] The offeror is a subsidized carrier, and offers all of its subsidized U.S. flag vessels under the Voluntary Intermodal Sealift Agreement (VISA)/DoD Sealift Readiness Program (SRP) pursuant to Section 909 of the Merchant Marine Act of 1936, as amended, and/or Section 653 of the Maritime Security Act of 1996.

[] The offeror is not a subsidized carrier, and offers 50% of its U.S Flag vessels under the VISA/SRP. For those carriers still under obligation to the SRP or Participants that voluntarily withdraw from VISA, the offeror commits 50% of its U.S. Flag fleet (in vessels) and related equipment to the DoD SRP for the full performance period or any part thereof not covered by the VISA commitment. Offerors are required to complete JTMO Form 4280/9A. Offerors who are approved by Maritime Administration (MARAD) as a VISA Participant are required to complete a Stage III Voluntary Enrollment Contract (VECIII).

Offerors are required to designate an officer(s) of the Company to serve as an advisor on matters pertaining to the VISA/SRP. The advisor(s) shall be responsible for providing technical assistance and active participation in military planning and exercises. The name(s), title(s), and telephone number(s) of the designated advisor(s) is:

TELEPHONE NUMBER (Including Area Code)	FAX NUMBER	NAME & TITLE
_____	_____	_____
_____	_____	_____

U. S. FLAG COMMERCIAL VESSEL

The offeror represents that it ____ is ____ is not a company that owns or controls U. S. Flag ships engaged in common or contract carriages in the U. S. foreign trades.

Carrier _____

By _____

Title _____

By _____

Title _____

CERTIFICATION OF CARRIER STATUS

The offeror certifies that it is ____ an ocean common carrier or ____ a contract carrier as defined in Section C-7, Definitions.

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)
Name and Address of Offeror

Name and Address of Entity, Description of Interest, Controlled by a Foreign Ownership Percentage, and
Government Identification of Foreign Government

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

_____ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:

_____ (b) Enclosed its annual representations and certifications.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

[] (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.219-1 -- Small Business Program Representations (Oct 2000)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is

_____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ____ is, ____ is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph

(a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of

this provision]. The offeror represents, as part of its offer, that-- (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

52.222-25 -- Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.233-2	Service Of Protest	AUG 1996
52.247-6	Financial Statement	APR 1984
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.215-1	Instructions to Offerors – Competitive Acquisition	FEB 2000
52.252-1	Solicitation Provisions Incorporated by Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

L-1 This is a Small Business Set-aside solicitation

L-2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference was held on 23 August 00 in Jacksonville, FL. For information contact, Carolyn Corria via email: corriac@mtmc.army.mil.

L-3 DELIVERY OF OFFERS

Written offers are to be submitted to the Military Traffic Management Command - Office of MTAQ-JI Room 12S45, and must arrive prior to 1200 p.m., Eastern Standard Time on **28 December 00**. Offers may be delivered in a sealed envelope clearly marked with the solicitation number and the offeror's name and address. The envelope should be enclosed in a second envelope addressed to:

Military Traffic Management Command
Office of the Principle Assistant Responsible for Contracting,
ATTN: Acquisition Division
200 Stovall Street
Alexandria, VA 22332-0405

For courier or hand delivery of offers, sealed and identified as above, the address is:

Military Traffic Management Command
ATTN: MTAQ-JI, Room 12S45.
200 Stovall Street
Alexandria, VA 22332-0405

Couriers or hand delivered offers must call the Acquisition Office from the guard's desk in the lobby of the Hoffman II building at : (703) 428-2038 for delivery.

L-4 PROPOSAL REQUIREMENTS

L-4.1 General. Offers shall be submitted under a cover letter signed by a responsible official of the offeror, who will be considered as the principal person submitting the offer. An original and one copy of the offeror's proposal must be submitted. For security purposes, offers should identify each page submitted with the company name, and initials. A properly completed copy of Solicitation Section K, Representations and Certifications of the Offeror, must be submitted with the offer.

L-4.2 Price Proposal. Rates must be submitted for the points or ports actually served by the offeror under the contract. Offerors should fill in all blanks provided in Section B, inserting the proposed rate or indicating "No Charge" (NC) or "No Service" (NS). Any omission of rates must be explained. Rates for any category shall be

independent of rates for other cargo categories and rates quoted shall not be predicated upon a required mix of commodities within any one category or upon any required mix of cargo categories. The Government reserves the right to reject any offers so based.

L-4.3 Technical Proposal.

L-4.3.1 Narrative. A complete narrative description of the offeror's proposed service and schedules, and of the vessels and other equipment that will be employed must be furnished on 8 ½" X 11" paper with a font no smaller than 10. All offerors shall limit their written narrative to 8 pages or less, exclusive of organizational charts, graphs or diagrams.

L-4.3.2 Description of Vessels. Offerors shall include in the offer detailed descriptions of the vessel, including a detailed description of capacity. In addition, the Carrier should note any limitations, and the reasons for such, of the described service assets by route offered. Descriptions should offer the level of detail required by JTMO Form 4280/3B, Description of Ship Types (Attachment RFP-2), which offerors may use if they wish.

L-4.3.3 Control of Vessels. No offer will be considered for award which does not include sufficient evidence to establish control or right to gain control of the necessary vessels in sufficient time to commence service upon effective date of contract performance as set forth in Section F-1.

L-4.3.4 Sailing Schedule. Offers under this RFP must include a six month projected sailing/arrival schedule for each vessel offered under this trade commencing 01 February 2001, including transit time between the Carrier's U.S. water terminal and Wharf Bravo, NAVSTA GTMO.

L-4.3.5 Container Description. For each type and size of container in the Carrier's fleet, the information listed on the Container Types and Capacities Form JTMO 4280/3D (Attachment RFP-3) must be provided. Only containers which are owned or leased by the Carrier on the effective date of this contract and which will be offered for use under this contract shall be shown.

L-4.3.6 Container ALFA Prefix. Shall be used to identify the ownership of the equipment in accordance with the Standard Carrier Alpha Code (SCAC).

L-4.3.7 Serial Numbers. Numbers may be shown by "series" of containers if all containers within that series have an identical inside cubic capacity and maximum weight carrying capacity.

L-4.3.8 Number of containers in that series.

L-4.3.9 Inside Dimensions (Except Flat Racks). Indicate the shortest inside dimensions of length, width, and height in feet and inches. The length at shortest distance between ends, width at narrowest point of interior, between posts, belt rails, strap anchors, etc., height from floor to top of side or to lowest point of roof, whichever is lower, except that for equipment with permanent floor racks, measurement is from top of floor rack. When measuring inside dimensions of refrigerated containers, measurement is to be taken from the protruding edges of refrigeration machinery, ducts, etc., so that length, width, and height are of the largest single rectangular solid which could be contained in the container. Upon presentation to the Contracting Officer of satisfactory evidence that additional space below or beside refrigeration machinery or ducts, which was not included within the dimensions described above, is usable space in normal stowage practice, such space will be included in arriving at an agreed "Maximum Capacity".

L-4.3.10 Maximum Capacity. Maximum Capacity shall be stated in both cubic feet and measurement tons. The Carrier shall determine the maximum cubic footage by dividing the product of the Inside Dimensions expressed in inches by 1,728 and then rounding to the nearest cubic foot. Maximum measurement tons shall be determined by dividing the cubic footage by 40 and then rounding to two decimal places.

L-4.3.11 Maximum Weight Carrying Capacity.

L-4.3.12 Participating Inland Carriers. The Offeror shall submit a statement of its agreements with those inland carriers it intends to utilize in accomplishing carriage under the contract. This statement shall include Company name, address, type of carrier, inland routes covered, and Surface Transportation Board-Movement Control (STB-MC) numbers. JTMO Form 4280/17, List of United States Participating Inland Carriers, (Attachment RFP-4) is provided for this purpose.

L-4.3.13 Common/Contract Carriage. Common Carriers will submit with their offers all STB and FMC carrier tariff numbers and conference tariff numbers/Code numbers, if applicable to any commercial service offered on the routes and/or for service to all points and ports included within the scope of this solicitation. Contract Carriers will provide in their offers evidence of their charges to private persons for the carriage of comparable cargo.

L-4.3.14 Transshipment Service. Any Carrier planning to offer a service predicated on transshipment must provide a complete description of such service including the routes covered; ports of origin, transshipment, and destination; and the name and flag of any other ocean Carrier to be utilized.

L-4.3.15 Container Service. With their proposal, Carriers must submit a detailed description of their proposed method of meeting contract requirements in the following areas:

L-4.3.15.1 Container Spotting

L-4.3.15.2 Reporting and documentation requirements as pertains to vessel, containers and cargo

L-4.3.15.3 Stevedoring plan which at a minimum addresses ports, stevedoring methods, cranes, equipment repair and contingency plans.

L-4.3.16 C-5.2 Trading Partner Agreement (TPA)Trading Partner Carriers electing to participate in the MTMC EDI are required to execute a Trading Partner Agreement (TPA) with MTMC. This is an umbrella document that describes the use of electronic media and electronic signatures; and establishes EDI transactions as legally enforceable in lieu of signed paper documents. The Carrier will be required to have an executed TPA in place, or to submit the TPA as part of their offer. The TPA will be approved upon successful completion of transmission tests for each transaction set.

L-4.4 Past Performance. In accordance with FAR subpart 42.1502, the offeror shall submit a summary of past and/or current performance contracts performed by the offer that were similar in nature to the requirement described in this solicitation. This summary will include a listing of commercial and government contracts performed within the past three years, and should include the following information for each contract: Name of contracting activity or firm; contract number; general description of service provided; period of contract performance; and point of contact and/or contracting officer and telephone number. The offeror may include a self-assessment of the offeror's performance provided under each contract identified including, but not limited to the quality of service, reliability. Timeliness of service, and satisfaction of the customer relating to the offeror's overall performance under each contract. Information obtained from each offeror in the proposal, other customers known to the Government, and others who may have useful and relevant information will be considered to determine the credibility of the offeror's proposal and the offeror's ability to meet performance requirements specified herein. Offerors shall provide information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. Offerors will be given an opportunity to address unfavorable reports of past performance.

L-4.5 Financial Responsibility. Offerors shall include in the offer a detailed statement of financial condition, in accordance with FAR 52.247-6 (APR 1984). Documents which may be included are: Balance Sheet, profit and loss statement; Dun and Bradstreet report; cash flow statement; letters of credit; personal guarantees. This information will be used by the Contracting Officer in making a determination of responsibility.

L-4.6 Quality Control Plan (QCP). Offerors shall submit a QCP demonstrating how the offeror will monitor its performance under the contract.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described in Section L of the RFP

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIXED PRICE IDIQ contract resulting from this solicitation.

(End of clause)

52.247-4 INSPECTION OF SHIPPING AND RECEIVING FACILITIES (APR 1984)

- (a) Offerors are urged to inspect the shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance.
- (b) Site visits have been scheduled as follows:

UPON REQUEST

- (c) For further information offerors may contact:

Senior Chief Jim Grewe at NAVSTA
GTMO at: n421@usnbgmto.navy.mil.

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

52.217-5 Evaluation Of Options

JUL 1990

M-1 BASIS FOR AWARD

Contract award, if any, will be made to that responsible offeror whose offer provides the best overall value to the Government, technical factors, price, and other factors considered. Price considerations will be more important than all evaluation factors other than price combined. All rates will be examined for price reasonableness. The Contracting Officer will not award a Contract to any offeror proposing any rate that is not fair and reasonable in accordance with FAR 15.402. The Contracting Officer will also make a determination if each rate offered is in compliance with the Cargo Preference Act of 1904 (10 US Section 2631).

M-2 NON-PRICE EVALUATION FACTORS. The following non-price factors are in rank order of relative importance:

- A. Technical**
- B. Readiness**
- C. Past Performance**

M-2.1 Technical. Determination of technical acceptability will be based on the fulfillment of all of the following factors, which are listed in decreasing order of importance. Sub-factors are in decreasing order of importance unless otherwise noted within each factor.

M-2.1.1 Proposed Services. (Sub-factors A is more important than B; sub-factors A and B are more important than C, provided that C meets minimum requirements specified in the RFP). Ability to maintain an adequate sailing schedule to meet frequency of service requirements (i.e., scheduling to allow for unavailability of vessel due to weather delays, required vessel repair and maintenance, loading and unloading delays, and regulatory body mandatory review), transit time, and equipment requirements.

- A. Frequency of Service as specified
- B. Transit time as specified
- C. Equipment
 - (i.) Vessel Capacity and Suitability
 - (ii.) Intermodal Equipment Inventory Size and Age

M-2.2 Readiness. Proposal s submitted by offerors that are determined to be technically acceptable will be grouped by Voluntary Intermodal Sealift Agreement (VISA) participant categories as set forth in 62 Federal Register at 6840 (VISA, Para III.A.3). Offers of VISA Participants shall receive priority consideration over non-participants. The Contracting Officer reserves the right to not accept rates of VISA non-participants regardless of competitive range standing in the event sufficient VISA participant service is offered at rates deemed fair and reasonable to meet DoD requirements under the solicitation.

M-2.3. Experience and Past Performance

- A. Government Assessment of Performance. Past performance information available to the Contracting Officer at the time of award will be utilized for award determination. Offeror with no relevant past performance record will be given a neutral rating.
- B. Government will measure past corporate performance information regarding predecessor companies, resources, program management, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the contract requirements. The evaluation will include but is not limited to, quality, timeliness, cost operational effectiveness, and capability.

M-3 PRICE EVALUATION. Price evaluation will be based on the total estimated cost, including the option periods. This shall be calculated by pricing out the categories and volumes of cargo shown in Attachment 4 and the appropriate rates offered by the Carrier in Section B as set forth below and the Lump Sum roundtrip voyage payment.

M-3.1 Containerized Cargo. Containerized cargo will be priced by multiplying the rate per container proposed in Section B by the projected total Contract requirement expressed in number of containers for that type of cargo for each location.

M-3.2 Tank containers, dry containers filled with recyclable material, and containers requiring controlled atmosphere service will be evaluated by multiplying the proposed price per container by the estimated number of containers set forth in Attachment 4.

M-3.3 The total estimated container service cost will be the sum of the costs for each location plus the cost for containers in accordance with section M.3.2.

M-3.4 Breakbulk Cargo. Breakbulk cargo will be priced by multiplying the rate per measurement ton by the projected total Contract requirement for that type cargo.

M-3.5 Lump Sum Roundtrip Voyage Payment. This payment will be evaluated by comparing historical data and other competitive rates offered under this solicitation.

M.3.6 Total Price. The total evaluated price for each offeror shall be the total calculated under Section M-3.1, M-3.4 and M-3.5 above, that is, the total of all estimated costs for all types of cargo, both inbound and outbound, from each location, containerized and breakbulk, including all handling costs and the Lump Sum roundtrip .

M-4 FINANCIAL AND OPERATIONAL RESPONSIBILITY

The Government shall require a showing of financial and operational responsibility prior to making an award. The applicable provisions of the FAR, Sub-part 9.1 require that prior to award, an affirmative determination be made by the Contracting Officer that the prospective offeror is responsible and meets the minimum standards specified herein.

M-5 ESTIMATED QUANTITIES OR WEIGHTS FOR EVALUATION OF OFFERS FAR 52.247-20 (APR 1984)

For the purpose of evaluating offers, and for no other purpose, the estimated quantities or weights listed in Attachment 4 will be considered as the quantities or weights to be shipped between each origin and destination.